MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 19, 2026 AT 6:00 PM

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

5.A Public Hearing - Resolution approving a temporary suspension of Kissimmee Code, Chapter 30 – Personnel, Article II – Code of Ethics, Sec. 30-25

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 City Commission Minutes from the May 5, 2026, Meeting

7.B Purchase of Solid Waste Automated Side Loader and Grapple Trucks

7.C Resolution to Notice a City Charter Referendum and Establish Ballot Titles and Questions

7.D Second Extension of Airport Marketing Service Agreement

7.E New Construction Agreement for 219 N Randolph

7.F Purchase of Crash Attenuator Truck

7.G Florida Department of Transportation Lighting, Maintenance and Compensation Agreement

7.H Authorization to Negotiate Professional Design Services for the Columbia Avenue Complete Streets Project

7.I Architectural and Engineering Services for Lakeside Fire Station #5

7.J Supplemental Agreement No. 2 for West Oak Street Improvements

7.K Annual Report and Local Housing Incentives Certifications - SHIP Program

7.L Repairs of Neptune Road Bridge over Neptune Canal

7.M Disaster Response Services Contract One-Year Renewal

7.N Grant Application and Acceptance of Grant from Walmart's Spark Good Local Grants

7.O Disposal of City Assets

7.P Airport Internship Grant Application from Florida Airports Council (FAC)

8. DISCUSSION ITEMS

8.A Blue Line Solutions Appeal of City Manager's Decision Upholding the Cancellation of RFP2026001, School Speed Detection Cameras

8.B Appeal of the Development Review Committee (DRC) Decision to Renew a Conditional Use Special Event Permit Approval for Food Trucks at 1985 S. John Young Parkway

8.C Commission Action on Sworn Complaint Against Commissioner Janette Martinez

8.D Commission Action on Sworn Complaint Against Mayor Jackie Espinosa

8.E City Attorney Employment Agreement

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 5.A

Public Hearing - Resolution approving a temporary suspension of Kissimmee Code, Chapter 30 – Personnel, Article II – Code of Ethics, Sec. 30-25

Request

Request adoption of a resolution approving a temporary suspension of Kissimmee Code, Chapter 30 – Personnel, Article II – Code of Ethics, Sec. 30-25, Procedure when complaint filed.

Explanation

The City of Kissimmee Code of Ordinances establishes a process for resident complaints pursuant to Chapter 30, Article II, Section 30-25. Under Section 30-25, neither the City Commission nor City staff can review submitted complaints to assure actual accuracy or legal sufficiency. Complaints were properly received by the City Clerk, and the City Commission subsequently transmitted those complaints to the Chief Judge of the Ninth Judicial Circuit for the appointment of a Special Prosecutor, as required by Section 30-25.

In response to the action taken on the Complaints by the City Commission, the Chief Judge appointed a Special Prosecutor to investigate the submitted complaints and determine whether probable cause exists to file articles of impeachment or issue an order of nolle prosequi. The appointed Special Prosecutor has expertise in Florida municipal law and ethics, and was appointed by the Chief Judge at a reasonable and discounted government rate of $475 per hour. Subsequent to the appointment of the Special Prosecutor, pleadings have been filed and are pending before the Sixth District Court of Appeal seeking stay of any action by the Special Prosecutor.

Given these circumstances, the City has determined that it is in the best interest of the public to revise Section 30-25 to provide greater conformity with the procedures set forth in Chapter 112, Florida Statutes. The attached Resolution temporarily suspends Chapter 30 – Personnel, Article II – Code of Ethics, Section 30-25, for a period of up to six (6) months or until such time as the Section is amended by Ordinance.

Recommendation

Request adoption of the resolution approving a temporary suspension of Kissimmee Code, Chapter 30 – Personnel, Article II – Code of Ethics, Sec. 30-25, Procedure when complaint filed.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Attorney
Presenter: Mike Steigerwald

Attachment(s):

1. (S) RESOLUTION # - Temporary Suspension of Section 30-25
2. Proof of Publication (05-15-2026)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, APPROVING A TEMPORARY SUSPENSION OF COMPLAINTS FILED PURSUANT TO KISSIMMEE CODE, PART II – CODE OF ORDINANCES, CHAPTER 30 – PERSONNEL, ARTICLE II – CODE OF ETHICS, SECTION 30-25; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee Code of Ordinances provides a process for resident Complaints filed pursuant to Chapter 30, Article II, Section 30-25; and

WHEREAS, neither the City Commission nor city staff are afforded the discretion to review resident Complaints for factual accuracy or legal sufficiency under Section 30-25; and

WHEREAS, Complaints were properly received by the City Clerk and action was taken by the City Commission to transmit same to the Chief Judge of the Ninth Judicial Circuit for appointment of a special prosecutor as per the requirements of Section 30-25; and

WHEREAS, the Chief Judge appointed a Special Prosecutor to investigate the Complaints to determine probable cause in response to the City's request; and

WHEREAS, the appointment of a Special Prosecutor by the Chief Judge comes with a significant expense to the City not anticipated by this provision of City Code; and

WHEREAS, motions are pending before the Sixth Circuit Court of Appeal regarding the appointment of the Special Prosecutor; and

WHEREAS, it is in the public interest of the City of Kissimmee to revise Section 30-25 to better align with Florida Statutes Chapter 112.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA:

SECTION 1. That City of Kissimmee Code of Ordinances, Chapter 30 – Personnel, Article II – Code of Ethics, Sec. 30-25 is suspended and will not be enforced for a period of up to six (6) months or until this Section is modified by Ordinance.

SECTION 2. That all resolutions, ordinances or parts of resolutions or ordinances in conflict herewith are hereby repealed.

SECTION 3. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall

be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 4. This Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED THIS ___ DAY OF _____, 2026.

CITY OF KISSIMMEE

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
Tameara Crespo, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
Kalanit Oded, City Attorney

Orlando Sentinel MEDIA GROUP

Campaign No.	74881
Today's Date	13 May 2026
P.O. Number	
Sales Rep	Williams, Rose

bill-to

City of Kissimmee Planning Services
101 Church St
Ste 110
Kissimmee, FL 34741
Tel: 407 518-2104
Account No: 140534

advertiser

City of Kissimmee Planning Services
101 Church St
Ste 110
Kissimmee, FL 34741
Tel: 407 518-2104
Account No: 140534

Campaign Summary

Description	NOTICE OF PUBLIC HEARING
Start Date	5/15/2026
End Date	5/15/2026
Currency	

Cost Summary

Gross Amount	$256.31
Agency Commission	$0.00
Net Amount	$256.31
Estimated Tax	$0.00
Total	**$256.31**

Package Details

Description	Start Date	Price
Notice of Public Meeting	5/15/2026	256.31

Package Component Detail	Start Date
OSC Public Notices	5/15/2026
Affidavit	5/15/2026
Orlando Sentinel Classified	5/15/2026

Preview - Content may appear in color online but may be printed in black and white.

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on Tuesday, May 19, 2026, at 6:00 p.m. in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the PUBLIC HEARING and consider the passage of the proposed resolution as set forth below. All interested parties may appear and be heard on the above date.

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, APPROVING A TEMPORARY SUSPENSION OF COMPLAINTS FILED PURSUANT TO KISSIMMEE CODE, PART II – CODE OF ORDINANCES, CHAPTER 30 – PERSONNEL, ARTICLE II – CODE OF ETHICS, SECTION 30-25; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
74881 5/15/2026

This Insertion Order Form forms part of the Agreement by and between Customer and Tribune Publishing Company ("**Company**"), and is governed by the terms and conditions set forth in Company's Business Terms of Service (available at https://www.tribpub.com/central-terms-of-service/) (the "**Business Terms**") and the Data Processing Addendum (the "**DPA**") The Business Terms, DPA, and this Insertion Order are collectively referred to as the "**Agreement**." The Business Terms and DPA constitute integral parts of this Insertion Order and are hereby incorporated into this Insertion Order by this reference. Capitalized Terms not otherwise defined in this Insertion Order have the same meanings as that ascribed to them in Business Terms. In the event of any ambiguity, conflict, or inconsistency between any of the Business Terms, this Insertion Order, and the DPA, the following order of precedence shall govern for purposes of resolving any such ambiguity, conflict, or inconsistency: (1) this Insertion Order, (2) the DPA, if applicable, and (3) the Business Terms.

ITEM 7.A
City Commission Minutes from the May 5, 2026, Meeting

Request

Approval of the May 5, 2026, commission meeting minutes.

Explanation

Minutes of the commission meeting held on May 5, 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 MAY 05 2026

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 5, 2026 AT 6:00 PM

1. MEETING CALLED TO ORDER

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

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

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing In of Newly Promoted Fire Department Officers

Request that David Losey, Connor Quinn, and Scott Watson be sworn in to their newly appointed positions.

Fire Chief Walls administered the Oath of Office to Fire Lieutenant David Losey, Fire Lieutenant Connor Quinn, and Fire Engineer Scott Watson

3.B Proclamation - Economic Development Week

Proclamation presentation to Abigail Wagner from the Orlando Economic Partnership in recognition of Economic Development Week, May 4-8, 2026.

City Manager Steigerwald read a proclamation in honor of Economic Development Week, as the Mayor and Commissioners presented it. Recipient Abigail Wagner thanked the City for its support.

3.C Proclamation - Foster Youth Connection Month

Proclamation presentation to Jeff and Ashley Call, Founders of Legacy's Gift Inc., in honor of Foster Youth Connection Month.

City Manager Steigerwald read a proclamation honoring Foster Youth Connection, as the Mayor and Commissioners presented it. The recipient thanked the City for their support.

3.D Proclamation - Older Americans Month

Proclamation presentation to Rob Gilts and Chris Houghland from Osceola Council on Aging in recognition of Older Americans Month.

City Manager Steigerwald read a proclamation honoring Older Americans Month as the Mayor and Commissioners presented it. Recipients Rob Gilts thanked the City for their support of the elderly community.

3.E Proclamation - National Safe Boating Week

Proclamation presentation to Anthony Wong of the United States Coast Guard Auxiliary, based in Kissimmee, in honor of National Safe Boating Week.

City Manager Steigerwald read a proclamation in honor of National Safe Boating Week as the Mayor and Commissioners presented the proclamation. Recipient Anthony Wong thanked the City for its support.

3.F Employee of the Month for May

Staff requests that the Commission join the City Manager in recognizing Nicole McDuffie of the Development Services Department as the Employee of the Month for May.

City Manager Steigerwald introduced Nicole Duffie of the Development Services Department and reviewed the qualities and attributes which led to her nomination and selection as employee of the month. City Manager Steigerwald reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads but by nominations that are reviewed and selected by a committee of their peers from all departments in the City and there is no greater honor.

3.G Father's Footsteps Foundation Presentation

Presentation by Francisco Melendez from A Father's Footsteps Foundation, Inc. to provide an overview of their services, community impact, and ongoing initiatives relevant to the City of Kissimmee.

The presenter was unable to attend the meeting. The item will be rescheduled for a future date.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance # 26-14 Amending the City Charter, Section 6: Compensation of Commissioners

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II, ADMINISTRATION, CHAPTER 2, CITY COMMISSION, SECTION 6, COMPENSATION OF COMMISSIONERS; SUBMITTING THE PROPOSED AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE

Request approval of the Second and Final Reading of Proposed Ordinance #26-14, amending the Charter to authorize commissioner compensation to be established within the City Code of Ordinances.

Commissioner Alvarez made a motion to continue the Public Hearing and Second and Final Reading of Proposed Ordinance #26-14 to May 19, 2026. Mayor Espinosa seconded the motion.

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

Motion failed 2 - 2.

City Clerk Crespo read Proposed Ordinance #26-14 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez made a motion to deny Proposed Ordinance #26-14. Commissioner Eady seconded the motion.

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

Motion failed 2 - 2.

Commissioner Martinez made a motion to adopt Proposed Ordinance #26-14. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion failed 1-3.

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 “A”) were submitted, and residents provided their comments. Speakers discussed residency, transparency, Smith Street concerns with loitering, social media, nepotism, and accountability for public officials. Police Chief Broadway will coordinate with city management to address the loitering issue near Smith Street. An issue was raised regarding a business operating outside the scope of a business permit, potential conflicts of interest, and improper business relationships. A speaker submitted an addendum to the Ethics Complaint and Impeachment Request against Commissioner Martinez (Exhibit “B”).

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 4-0

7.A City Commission Minutes from the April 21, 2026 Commission Meeting
Approval of the April 21, 2026, commission meeting minutes.

7.B Approval of Contract Extension with Miller Electric Company
Request to approve a contract (#20240399) extension with Miller Electric for the installation and maintenance of security equipment.

7.C Single-Source Contract with AECOM, Inc. for Alleyway Paving Design Services
Request to approve the single-source procurement with AECOM, Inc. (Contract # 20260201) for design services for the Alleyway Paving Project in the amount of $353,891.48, authorization for the City Manager or designee to execute any necessary documents or change orders to carry out the terms of this contract, and approval to transfer from the Stormwater Fund to cover the drainage component of the project.

7.D Change Order No. 1 Vulnerability Assessment and Adaptation Plan Services
Request to approve Change Order No. 1 to Task Work Order No. 7 with Michael Baker International, Inc. (Contract #20230232) for Vulnerability Assessment (VA) and grant management services in the amount of $79,564.

7.E Donation of Portable Basketball Goals to Maranatha Academy by Jireh
Requesting approval to donate two portable basketball goals to Maranatha Academy by Jireh for use by their K-12 school.

7.F Technical Revisions to Local Housing Assistance Plans for Years 2022-2024 and 2025-2028

Request to approve the Proposed Technical Revisions to the Local Housing Assistance Plans (LHAP's) for Years 2022-2024 and 2025-2028.

7.G Approval of contract agreement between the City of Kissimmee and Axon Enterprise, Inc.

Request approval of agreement for drone subscription plan (Contract 20260203) with data and storage between the City of Kissimmee and Axon Enterprise, Inc.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A (VSCRA) Resolution Authorizing a Locally Funded Agreement (LFA), a Three-Party Escrow Agreement with the Florida Department of Transportation, and a Budget Transfer

Requesting adoption of a Resolution to execute the Locally Funded Agreement (LFA), and approve the Three-Party Escrow Agreement with the Florida Department of Transportation (FDOT), Contract #20260200, and approve a budget transfer for the raised median enhancements on US-192 (FPN: 450778-1-52-03).

CRA Manager Samia Singleton reviewed the agenda item and recommended Vine Street CRA Board approval.

Board Member Martinez made a motion to adopt CRA Resolution #01-2026 and approve a three-party escrow agreement and budget transfer. Board Member Eady seconded the motion.

Motion carried 4 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Presentation of the Annual Comprehensive Financial Report for the year ended September 30, 2025

Requesting approval of the Annual Comprehensive Financial Report for the year ended September 30, 2025.

Helen Painter from Purvis and Gray reviewed the city's report, indicating an unmodified opinion has been issued on the financial statement.

Commissioner Martinez made a motion to approve. Commissioner Alvarez seconded the motion.

Motion carried 4 - 0.

8.C Presentation of the Downtown CRA Annual Comprehensive Financial Report for the year ended September 30, 2025

Requesting approval of the Downtown CRA Annual Comprehensive Financial Report for the year ended September 30, 2025.

Helen Painter from Purvis and Gray reviewed the Downtown CRA's annual audit report, indicating an unmodified opinion has been issued on the financial statement.

Mayor Espinosa made a motion to approve. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

8.D Presentation of the Vine Street CRA Annual Comprehensive Financial Report for the year ended September 30, 2025

Requesting approval of the Vine Street CRA Annual Comprehensive Financial Report for the year ended September 30, 2025.

Helen Painter from Purvis and Gray reviewed the Vine Street CRA's annual audit report, indicating an unmodified opinion has been issued on the financial statement.

Mayor Espinosa made a motion to approve. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

8.E Advisory Board Vacancy: Historic Preservation Board

The Commission is requested to make an appointment to fill a vacancy on the Historic Preservation Board.

Commissioner Martinez made a motion to appoint Alexandra Nasharr to the Historic Preservation Board. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

8.F Annual Advisory Board vacancies with terms ending May 31, 2026

The Commission is requested to appoint or reappoint members to fill vacancies for boards with terms ending May 31, 2026.

Commissioner Martinez made a motion to reappoint Carlos Angarita to the Board of Adjustment, Adriana Serrano to the Historic Preservation Board, Hannan Khan, Amarilis Williams, Seewat David Anderson to the Parks and Recreation Board, and Robert Bussiere to the Planning Advisory Board. Commissioner Alvarez seconded the motion.

Motion carried 4 - 0

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided updates on upcoming events, including the Taste of Kissimmee and the Vine Street CRA clean-up efforts.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez requested clarification regarding the motion on item 4.A. A motion to adopt the ordinance was made but did not pass, per the City Attorney. A legal document served upon Commissioner Martinez was submitted into the record (Exhibit “C”). A discussion commenced between Commissioner Martinez and Mayor Espinosa regarding a recent press conference. Mayor Espinosa reviewed an email discussing food trucks (Exhibit “D”), recapped recent events attended, and highlighted new businesses opening in the area. An update was also provided on the Azure hotel.

10. ADJOURNMENT

Mayor Espinosa made a motion to adjourn. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:24 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "A"

DATE: 5/5/26

AGENDA ITEM #:

NON-AGENDA ITEM: Public Comment

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny 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
- [ ] 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: 5/5/26

AGENDA ITEM #:

NON-AGENDA ITEM: Public Comment

NAME: Cillian Evans

ADDRESS: 1715 Sunny 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
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/5/26

AGENDA ITEM #: Hear the audience

NON-AGENDA ITEM:

NAME: Maria Virginia Garcia

ADDRESS: 1520 Neo Landings Loop **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
- [ ] 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: 5/5/26

AGENDA ITEM #:

NON-AGENDA ITEM: Public Comment

NAME: Madelin Casiano

ADDRESS: 4030 Tucker Ave **CITY:** St Cloud **STATE:** FL **ZIP:** 34772

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: 5/5/26

AGENDA ITEM #: 6

NON-AGENDA ITEM: Public Comment

NAME: Sharon Anderson

ADDRESS: 170 Lakeview DR **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

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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- 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: 5/5/2026

AGENDA ITEM #:

NON-AGENDA ITEM: Public Comments

NAME: Jeremy Fetzer

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

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:

- 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: 5-5-26

AGENDA ITEM #: _____

NON-AGENDA ITEM: Public Comment

NAME: Rubin Anderson

ADDRESS: 110 Lakeview **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:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/5/26

AGENDA ITEM #: ~~[illegible]~~

NON-AGENDA ITEM: 6 - Hear the audience

NAME: Barbara Kendricks

ADDRESS: 710 Ginwright **CITY:** Kiss **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
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

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ADDENDUM TO ETHICS COMPLAINT & IMPEACHMENT REQUEST AGAINST KISSIMMEE CITY COMMISSIONER JANETTE MARTINEZ

SUBMITTED BY: JEREMY FETZER

DATE SUBMITTED: MAY 5, 2026

NOTARY ACKNOWLEDGMENT (STATE OF FLORIDA)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of May, 20 26, by **JEREMY FETZER**, who is ☐ personally known to me or ☒ has produced Florida Driver License # F224-191-25-800-0 as identification.

Signature of Notary Public – State of Florida:

Printed Name of Notary Public:

Edison J Denizard-Velez

Notary Public, State of Florida
Commission No.: HH 760041
My Commission Expires: March 10, 2030

EDISON DENIZARD-VELEZ
MY COMMISSION # HH 760041
EXPIRES: March 10, 2030

State of Florida
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399

Application Summary

Thank you for submitting your application online. The department will examine your application and notify you of the need to submit additional information or documentation to complete your application. After we have completed review of your application, a licensing inspection for sanitation and safety will be required if the facility has not been inspected within the past 120 days. If an inspection is required, an inspector will contact you soon. If you are urgently trying to open your business within the next few business days and have not heard from an inspector, please call us at 850.487.1395 to expedite your inspection. You will not be able to open for business legally until our inspector completes a satisfactory inspection and issues you a temporary license.

Profession

License Type:	**Mobile Food Dispensing Vehicle**
Application Number:	**211616**
Application Type:	**Application for a Change of Ownership of an Existing Mobile Food Dispensing Vehicle License with or without Plan Review**
Application Date:	**05/14/2024 (mm/dd/yyyy)**
License Number:	
File Number:	**64401**

Organization Detail

Organization Name:	**Forty Martinez LLC**
Business Name:	**Forty Martinez LLC**

Addresses

Main Address:	**320 E DAKIN AVE** **KISSIMMEE, FL** **34741** **US**
Phone Number:	**4074147311**
Extension:	
E-mail Address:	**janettemartinez40@yahoo.com**
Routing Instruction:	**Janette Martinez**

License Related Addresses

License Location:	**320 E DAKIN AVE** **KISSIMMEE, FL** **34741** **US**
Phone Number:	**4074147311**
Extension:	
E-mail Address:	**janettemartinez40@yahoo.com**

License Attributes Selected

Page: 2 of 10

Self-sufficient Mobile Food Dispensing Vehicles	**Self-sufficient MFDV**
County Name	**Osceola**

Target License

Current DBPR License Number:	**MFD6252624**

Food Service

# of Seats/Carts	**0**
Open Date	**05/23/1983 (mm/dd/yyyy)**

Attachments

menu.pdf

FOODTRUCK.png

Fees

License Fee	**$337.00**
Hospitality Education Program Fee	**$10.00**
Application Fee	**$50.00**
Total Amount Due:	**$397.00**

By submission of this application you affirmed the following:
Each application for a license or renewal of a license issued by the Department of Business and Professional Regulation shall be signed under oath or affirmation by the applicant, or owner or chief executive of the applicant without the need for witnesses unless otherwise required by law.

I certify that I am empowered to execute this application as required by section 559.79, Florida Statutes. I understand that my signature on this application has the same legal effect as if made under oath. All information contained on this application is true and correct.

I understand that falsification of any information on this application may result in administrative action, including a fine, suspension or revocation of the license.

Page 3 of 16

DBPR HR-7022, Commissary Services Notification

STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
Division of Hotels and Restaurants
2601 Blair Stone Road, Tallahassee, Florida 32399-1011
Phone: 850.487.1395 – E-mail: dhr.planreview@myfloridalicense.com
Internet: www2.myfloridalicense.com/hotels-restaurants/

For Office Use Only
Log Number
File Number

NOTE – This form must be submitted as part of an application packet.

Section 1 – Mobile Food Dispensing Vehicle or Temporary Commercial Kitchen Information

Owner Name: JANETTE MARTINEZ
Phone Number (include area code): 407-414-7311
Vehicle or Kitchen Name (DBA): FORTY MARTINEZ LLC
License Number: application# 214618

Section 2 – Commissary Information

Select one: This is my ☒ Primary Commissary ☐ Additional Commissary

Commissary Name: LECHONERA EL JIBARITO LLC
Commissary Address: 1985 S JOHN YOUNG PKWY
City: KISSIMMEE
Zip Code (+4 optional): 34741
County: OSCEOLA
Phone Number (include area code): 407-694-8029
Commissary License Number (if available): SEA5911364
E-Mail Address: lechoneraeljibarito@gmail.com

Licensed By: ☒ DBPR ☐ Department of Agriculture & Consumer Services

Section 3 – Commissary Activities

I intend to conduct the following activities at my commissary:

Dish or equipment washing	☒ Yes	☐ No	Storing food (including ice or drinks)	☒ Yes	☐ No
Dumping wastewater	☒ Yes	☐ No	Storing dry goods	☒ Yes	☐ No
Receiving potable water	☒ Yes	☐ No	Cooking and/or reheating food	☐ Yes	☒ No
Washing the outside of the vehicle	☒ Yes	☐ No	Other (Describe below)	☐ Yes	☒ No

Section 4 – Signature

Print Name	Signature	Date
JANETTE MARTINEZ		6/24/24

For additional commissaries submit a separate form for each additional commissary.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE MOBILE FOOD DISP VEHICLE (2014) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

VIN NUMBER: SELF SUFFICIENT

Page 5 of 10

FORTY MARTINEZ LLC

COQUI KITCHEN
1985 S JOHN YOUNG PKWY
KISSIMMEE FL 34741

LICENSE NUMBER: MFD5953052

EXPIRATION DATE: APRIL 1, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/23/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-1011

850-487-1395

JANETTE MARTINEZ
COQUI KITCHEN
320 E DAKIN AVE
KISSIMMEE FL 34741

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MFD5953052 ISSUED: 09/09/2024

MOBILE FOOD DISP VEHICLE (2014)
FORTY MARTINEZ LLC
COQUI KITCHEN

IS LICENSED under the provisions of Ch.509 FS.
Expiration date : APR 1, 2025 L2409090000181

DETACH HERE

RON DESANTIS, GOVERNOR

MELANIE S. GRIFFIN, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

LICENSE NUMBER	
MFD5953052	VIN NUMBER: SELF SUFFICIENT

The MOBILE FOOD DISP VEHICLE (2014)
Named below IS LICENSED
Under the provisions of Chapter 509 FS.
Expiration date: APR 1, 2025

NON-
TRANSFERABLE

FORTY MARTINEZ LLC
COQUI KITCHEN
1985 S JOHN YOUNG PKWY
KISSIMMEE FL 34741

Page 6 of 10

ISSUED: 09/09/2024 DISPLAY AS REQUIRED BY LAW SEQ # L2409090000181

BL-000574-2024 • FORTY MARTINEZ LLC • COQUI KITCHEN (1398 E VINE ST Unit:6 KISSIMMEE, FL 34744)

- Summary
- Details
- Location
- Additional Info
- Workflow
- Linked Records
- Holds
- Contacts (2)
- Fees (1)
- Bonds
- Activities
- Files (3)
- Print Documents
- Conditions
- Tasks
- Internal Notes
- Inspection Cases
- Communication (2)
- History

BL-000574-2024 • FORTY MARTINEZ LLC • COQUI KITCHEN • Issued

License Type	Classification	Industry Classification	Issued By	License Year
Business Tax Receipt	Restaurant/Food Establishment		Ayadiri Perez	2026

$ 0.00

Application Date	Expiration Date	Invoice Date	Last Renewal Date
08/27/2025	09/30/2026	08/27/2025	

Pay fees

Recent Activity

Payment Received
Amount: $50.00
Date: 08/27/2025

Workflow Activity
Action: Transfer Questions
Status: Passed
Date: 08/27/2025

Workflow Activity
Action: Renewal Documentation Verified
Status: Passed
Date: 08/27/2025

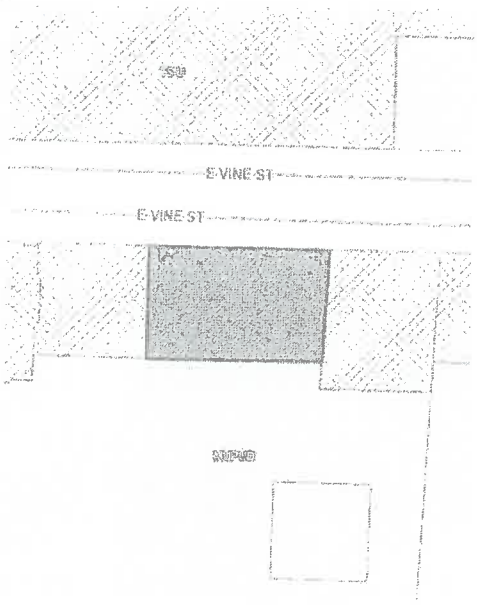
Workflow Activity
Action: Status on Old Record
Status: Passed
Date: 08/27/2025

Workflow Activity
Action: Issue Renewed BTR
Status: Passed
Date: 08/27/2025

Business Details

Business Name	DBA
FORTY MARTINEZ LLC	COQUI KITCHEN
Business Type	**Status**
Business Tax Receipt	Applied
Location	**Open Date**
Commercial	

Location



JM **Martinez, Janette**
ID-000024845

Applicant

Mobile Phone
(407) 419-7311

Email
janettemartinez40@yahoo.com

Main Address
1506 SUNNY ST KISSIMMEE, FL 34741

Title

Previous Licenses

BL-000574-2024
FORTY MARTINEZ LLC

BL-000574-2024
FORTY MARTINEZ LLC

Manage Business License

BL-000574-2024 • FORTY MARTINEZ LLC • COQUI KITCHEN (1398 E VINE ST Unit:6 KISSIMMEE, FL 34744)

- Summary
- Details
- Location
- Additional Info
- Workflow
- Linked Records
- Holds
- Contacts (2)
- Fees (1)
- Bonds
- Activities
- Files (3)
- Print Documents
- Conditions
- Tasks
- Internal Notes
- Inspection Cases
- Communication (2)
- History

License Type *: Business Tax Receipt

District *: VO

Application/Renewal Date *: 08/27/2025

Classification *: Restaurant/Food Establishment

Status *: Issued

License Year *: 2026

Assigned To:

Issued Date: 08/27/2025

Issued By *: Ayadiri Perez

Expiration Date: 09/30/2026

Account:

Last Renewal Date:

Linked Account Balance: $0.00

Description: I will have space number 6 and will be selling food at this location

Page 8 of 10

Manage Business License

BL-000574-2024 - FORTY MARTINEZ LLC - COQUI KITCHEN (1398 E VINE ST Unit:6 KISSIMMEE, FL 34744)

- Summary
- Details
- Location
- Additional Info
- Workflow
- Linked Records
- Holds
- Contacts (2)
- Fees (1)
- Bonds
- Activities
- Files (3)
- Print Documents
- Conditions
- Tasks
- Internal Notes
- Inspection Cases
- Communication (2)
- History

PROPERTY INFORMATION

Suite/Unit Number(s) if applicable: SPACE NUMBER 6

Max Building Occupancy: N/A

If the suite/unit number provided above was not found when adding the Location of your business, a completed 911 Addressing Form will be required. This form can be found below and will need to be completed by the Department located at the top of the form.

911 Addressing Form

BUSINESS INFORMATION

Detailed description of business *

I will be selling Spanish food. This is a food trailer that will be parked in space number 6. Once we are done for the day the trailer will be moved and we will repeat the process every day.

Total Square Footage of your Business *: 300 square foot

Number of Employees *: 2

Total Number of on site parking spaces *: 0

LICENSE SUBMITTAL INFORMATION

What is the application for? *: New Business

If you have selected Transfer of Business Location, Transfer of Business Name, or Transfer of Ownership, the below information is required to be provided that pertains to the previous business.

Previous Address: na

Previous Business Name: na

Previous Ownership Name: na

Previous Business License (LTR) Number: na

BUSINESS CLASSIFICATION INFORMATION

Restaurant/Food Establishment Classification *: Restaurant (Consumption Off Site - No Seats)

PROVIDE APPLICABLE RESPONSES BELOW BASED ON THE RESTAURANT/FOOD ESTABLISHMENT CLASSIFICATION SELECTED ABOVE:

CAFETERIA/DINING ROOM/RESTAURANT (WITH SEATS)

Number of seats

Where is the seating located?

Will consumption of alcohol be served?: NO

EMERGENCY CONTACT INFORMATION

Business Phone Number *: 407-414-7311

Business Owner Primary Phone Number *: 407-414-7311

Business Owner Other Phone Number

Is there a fire alarm system? *: YES

If YES, pick one of the following.

Is there a burglary system? *: NO

If YES, pick one of the following.

BUSINESS TAX RECEIPT

City of Kissimmee
Development Services Center
101 Church Street
Kissimmee, Florida 34741

BUSINESS NAME: FORTY MARTINEZ LLC

DBA: COQUI KITCHEN

Business Type(s): Restaurant (Consumption Off Site - No Seats)

BUSINESS OWNER: JANETTE MARTINEZ

BUSINESS LOCATION: 1398 E VINE ST 6
KISSIMMEE, FL 34744

Business Tax Receipt No: BL-000574-2024

License Year: 2026

Effective Date: 08/27/2025
Expiration Date: 09/30/2026

LATE PENALTIES: AS OF OCTOBER 1 - 10% AS OF NOVEMBER 1 - 15% AS OF DECEMBER 1 - 20% AS OF JANUARY 1 - 25%
OPERATING A BUSINESS WITHOUT A BUSINESS TAX RECEIPT IS SUBJECT TO CIVIL ACTIONS AND A PENALTY OF UP TO $250.

Business Occupancy Limit: N/A persons.

Please contact Fire Prevention at 407.518.2202 for questions about maximum occupancy load.

PEREZ LASURE LAW
517 Bryan Street
Kissimmee, FL 34741

EXHIBIT "C"

RECORD COPY

COMMISSIONER
JEANETTE MARTINEZ
CITY HALL
101 CHURCH STREET
KISSIMMEE, FL 34741

PEREZ LASURE LAW

Migdalia Perez
Attorney

Kimberly A. LaSure
Attorney

May 5, 2026

Commissioner Jeanette Martinez
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

In re: Pending Ethics/Removal Proceedings Involving Commissioner, Mayor Jackie Espinosa.

Dear Commissioner Martinez:

Our firm represents, Mayor Jackie Espinosa, in connection with ongoing ethics-related proceedings and any potential quasi-judicial removal or impeachment process before the City of Kissimmee.

This letter serves as **formal litigation hold notice, a demand to immediately cease and desist from extrajudicial commentary,** and **formal notice that your conduct has created disqualifying bias and potential independent ethics violations.**

You are hereby placed on notice to preserve all documents and electronically stored information relating to:

- allegations involving Commissioner, Mayor Jackie Espinosa
- your own ethics investigation
- any statements, discussions, or communications concerning either matter;
- all public communications, including social media posts, videos, livestreams, and interviews;
- communications with media, constituents, other commissioners, or third parties.

This includes, without limitation:

- text messages (SMS, iMessage, WhatsApp, Signal, etc.)
- emails and cloud-based communications
- social media accounts (Facebook, Instagram, X, Tik Tok, etc.,)
- draft, deleted content, metadata, and archived materials.

You must immediately suspend any deletion, auto-delete, or overwriting practices. Failure to comply will subject you and potentially the City of Kissimmee to spoilation sanctions, adverse inferences, and other judicial remedies.

517 Bryan Street
Kissimmee, FL 34741
407.530.4920

It is now a matter of record that you have conducted and/or participated in publicly recorded meetings addressing ethics allegations. You have made public statements regarding allegations involving Commissioner Mayor Jackie Espinosa. You have also published or participated in social media video content discussing disputed facts central to a pending or anticipated quasi-judicial proceedings. These actions constitute **extrajudicial commentary on adjudicative facts** outside any lawful evidentiary framework.

You are hereby demanded to **immediately cease and refrain** from any further commentary - public or private- regarding Commissioner Mayor Jackie Espinosa, any pending ethics investigation, credibility, merits, or factual basis of any allegations, and any issue reasonably expected to come before the Commission in a quasi-judicial capacity. Your continued commentary will only compound the prejudice already created.

Your statements have established that you have formed and expressed opinions on disputed adjudicative facts and you have done so outside the record and without due process safeguards. It is now established that you cannot serve as a fair and impartial decision-maker. Accordingly, you are **legally disqualified** from participating in any quasi-judicial proceeding involving Commissioner Mayor Jackie Espinosa.

If you do not voluntarily recuse yourself, we will file a formal motion to disqualify, seek emergency judicial intervention, including a writ of prohibition; and challenge to invalidate any action taken with your participation.

Your conduct may constitute independent violation of Florida's Code of Ethics, including but not limited to misuse of public position; abuse of official platform to influence or prejudice proceedings; and interference with or undermining the integrity of an ethics process. We are evaluating all available remedies, including referral to the Florida Commission on Ethics.

Be advised that your continued conduct creates substantial due process violations, that includes tainting any quasi-judicial proceeding beyond repair. Most importantly, exposes the City of Kissimmee to litigation, including claims for declaratory and injunctive relief, and attorney's fees where applicable. Any decision reached under these circumstances will be subject to immediate judicial challenge.

This is your opportunity to mitigate further legal exposure. If you continue engaging in public commentary and/or refuse to recuse yourself, we will proceed without further notice to protect our client's Constitutional Rights through all available legal channels.

Nothing herein constitutes a waiver of any rights, claims, or remedies, all of which are expressly reserved.

Please govern yourself accordingly,

517 Bryan Street
Kissimmee, FL 34741
407.530.4920

By: _____

Migdalia Perez, Esq.,
FBN: 696307
517 Bryan Street
Kissimmee, FL 34741
407.530.4920 (Office)
407.540.9351 (Fax)
mperez@perezlasurelaw.com

Outlook

Fw: Food Trucks

From Tameara Crespo <TAMEARA.CRESPO@kissimmee.gov>
Date Tue 5/5/2026 2:03 PM
To Tameara Crespo <TAMEARA.CRESPO@kissimmee.gov>

On May 1, 2026, at 7:07 AM, Keyla Ramos <kramos09@gmail.com> wrote:

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

Dear Mrs. Espinosa

I hope this message finds you well.

I am writing to express my concerns regarding the continued expansion of food trucks throughout the city of Kissimmee. While I understand they can contribute to local business activity, the increasing number of food trucks is beginning to impact the overall appearance and organization of our community.

Additionally, I would like to bring attention to a growing concern about the condition of certain areas of the city. It appears that more locations are beginning to look unmaintained, and there has been a noticeable increase in individuals experiencing homelessness throughout various parts of Kissimmee. These issues, combined with the rise in food truck presence, are affecting the city's overall image and quality of life for residents.

I respectfully ask that the city consider implementing more structured regulations regarding food truck operations, as well as taking further steps to address cleanliness, maintenance, and support for those in need within our community.

Thank you for your time and attention to these matters. I appreciate your continued efforts to improve our city.

Sincerely,

Keyla Ramos

ITEM 7.B
Purchase of Solid Waste Automated Side Loader and Grapple Trucks

Request

Requesting approval to purchase two (2) Automated Side Loader garbage trucks and two (2) Grapple trucks from Florida Kenworth LLC for a total of $1,435,686.

Explanation

The Solid Waste Division is seeking approval to purchase two (2) Automated Side Loader (ASL) garbage trucks and two (2) Grapple trucks via the Florida Sheriffs Cooperative Purchasing Program (FSA25-VEH23.0) from Florida Kenworth LLC.

These vehicles were approved in the Fiscal Year 2026 budget and will replace units SA135, SA134, SA132, and SA111 in accordance with the City's vehicle replacement schedule.

The total cost for the two (2) ASL trucks is $904,068. The total cost for two (2) Grapple trucks is $531,618. The combined purchase amount for all four vehicles is $1,435,686.

These vehicles will be used to collect residential solid waste and bulk trash throughout the City and transport materials to the landfill for disposal.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
41145716-506495	SA2600	Decrease	$858,000	$858,000
41145716-506495	SA2601	Decrease	$45,634	$45,634
41145716-506495	SA2602	Decrease	$550,000	$532,052

Financial Summary:

Funding is available in the Fiscal Year 2026 Solid Waste capital budget to cover the purchase of these vehicles.

Recommendation

Approve purchase of two (2) Automated Side Loader garbage trucks and two (2) Grapple trucks from Florida Kenworth LLC in the amount of $1,435,686.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Quote for ASL Trucks
2. Quote for Grapple Trucks

1-May-26

Florida Kenworth LLC.

1800 N. OBT
Orlando FL 32804

Joe Sanchez
Cell# 407-403-4330
joe.sanchez@csmtruck.com

City of Kissimee
100 N. Alasaka Ave
Kissimmee FL 34741
Prepared for : Paul Iaia
Waste Management

Florida Sheriffs Bid
FSA25-VEH23.0, Heavy Trucks and Buses
Refuse Truck: 60,000 lbs. GVWR 4x6
Item: 88, Autocar, ACX64, ACX64
New Way Side Loader

Code	Bid Specification – Options	Price	2x
Base Specification	2026 Model Year Kenworth T880 Truck	$ 209,787.00	419,574.00
New Way ASL	NewWay Sidewinder 31yd Automated Side Loader	$ 216,586.00	433,172.00
66K GVW PKG	Inc: 20K FA, 46K RA	$ 14,923.00	29,846.00
8140003	Battery disconnect switches	$ 215.00	430.00
333014	Driver Controlled Wheel Locks	$ 1,149.00	2,298.00
BAPKG	Body Accomodation Package: Locate air/Fuel/DEF/ Batteries	$ 2,053.00	4,106.00
905549/9142001	Front / Rear Aluminum Wheels	$ 3,531.00	7,062.00
661002	Cab Tilt Assit	$ 279.00	558.00
5120001	Dual Power Window	$ 733.00	1,466.00
Safety	Cab Fire Extinguisher & Safety Triangles	$ 401.00	802.00
899A203	Allison Warranty - 5yr/unlimited	$ 1,621.00	3,242.00
899B511/899K530	Cummins Engine Warranty: L9 PP1 5yr/150k With aftertreatment	$ 3,256.00	6,512.00
Credit	Multiple Chassis Credit	$ (2,500.00)	(5,000.00)
	FLORIDA COOPERATIVE PURCHASING PROGRAM — FSA AWARDED CONTRACT — fsheriffs.org | 850-877-2165 — cpp@fsheriffs.org		
Note: All Options	**Include Florida Sheriffs Admin Fee**		
Tags	**All temporary and permanent tag are included**		
	Total Price	**$ 452,034.00**	**$904,068.00**

May 1, 2026

City of Kissimmee
100 N. Alaska
Kissimmee, FL 34741
Waste Management
Paul Iaia

Florida Kenworth LLC.

1800 N. Orange Blossom Trail
Orlando, FL 32804
407-403-4330
Salesman Name:
Joe Sanchez

Florida Sheriffs Association
FSA25-VEH23.0, Heavy Trucks and Buses
Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
Item: 62, Kenworth, T380, T380

Code	Bid Specification – Options	Price	Extension (2x)
Base	Kenworth T380 Medium Duty	$ 91,578.00	$ 183,156.00
Petersen TL3	Petersen TL3 loader with Mechanical Joystick Controls	$ 125,548.00	$ 251,096.00
35GVW PKG PX9380	33K GVW - PX9 330hp - 3500RDS - 6 Spd	$ 19,098.00	$ 38,196.00
0130221	Paccar PX9-330hp / 1000 ft/lb (Requires Transmission Upgrade, not included in price)	$ 9,338.00	$ 18,676.00
1840024	Battery Disconnect, 1 Cab Floor Locking Switch	$ 166.00	$ 332.00
2011631	Allison 3500RDS 6-speed PTO Compatible	$ 9,350.00	$ 18,700.00
8205168	Flip Valve: On Dash For Single Speed PTO	$ 248.00	$ 496.00
8841642	Air horn Dual	$ 245.00	$ 490.00
8850877 / 8850878	Dual hood mtd convex mirrors	$ 246.00	$ 492.00
BUC	Back Up Camera	$ 2,059.00	$ 4,118.00
9080131	Amber Beacon Lamp: Dual Strobe, 12V centered over cab	$ 765.00	$ 1,530.00
9490206 / 9490404	Cab Fire Extinguisher & Safety Triangles	$ 180.00	$ 360.00
Strobes	(6) Amber LED Strobe Lights 4 Corner & 2 Side Mount	$ 2,368.00	$ 4,736.00
9090180	Back Up Alarm - Factory Installed	$ 132.00	$ 264.00
2406840/256	186" Cab to Axle-256"wb	$ 881.00	$ 1,762.00
3511080	Meritor Driver control Differential Lock	$ 852.00	$ 1,704.00
5043549 / 5243549	Aluminum Wheels - Front & Rear	$ 796.00	$ 1,592.00
9110020	Factory Full Truck Kit: Inc. Air Lines, Gladhands & 7 Way Connector to Rear for Trailer	$ 959.00	$ 1,918.00
GOLIGHT	Golight GT Series | 79018GT LED Hybrid	$ 1,000.00	$ 2,000.00
	All Tags and registration Included		$ -
			$ -
			$ -
Reference			$ -
Note: All Options	**Include Florida Sheriffs Admin Fee**		$ -
	Total Price	**$ 265,809.00**	**$ 531,618.00**

ITEM 7.C
Resolution to Notice a City Charter Referendum and Establish Ballot Titles and Questions

Request

Adoption of the resolution and transmission of the same to Osceola County Supervisor of Elections Office to appear on the August 18, 2026, ballot for the electors of the City of Kissimmee.

Explanation

The proposed resolution formally issues a Notice of a City Charter Referendum to be held in conjunction with the City's General Municipal Election. It further establishes the ballot titles and questions under which the proposed amendments will be presented. The proposed charter amendments include: Ordinance No. 3131, revising term limits from two (2) consecutive four-year terms to three (3) consecutive four-year terms, and Ordinance No. 3133, requiring criminal background checks to verify candidate qualifications to hold office.

Adoption of the resolution authorizes submission of the proposed charter amendment questions and ballot titles to the Osceola County Supervisor of Elections Office for placement on the August 18, 2026, ballot for City of Kissimmee voters.

Recommendation

Adopt the Resolution and transmit it to the Osceola County Supervisor of Elections.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Manager
Presenter:

Attachment(s):
1. (S) Resolution Noticing a City Charter Referendum and Establishing Ballot Titles and Questions
2. ORD 3131 - Extending Term Limits to Three Consecutive Four-Year Terms (PROPOSED CHARTER CHANGE) (02-17-2026)
3. ORD 3133 - Adding Criminal Background Checks to Verify Candidates Qualification to Hold Office (PROPOSED CHARTER CHANGE) (02-17-2026)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA CALLING FOR MUNICIPAL REFERENDUMS TO AMEND THE CITY CHARTER; SETTING THE DATE OF THE REFERENDUMS TO BE AUGUST 18, 2026, AND PROVIDING FOR NOTICE THEREOF; ESTABLISHING THE BALLOT TITLES AND QUESTIONS FOR REFERENDUMS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Article III, Chapter 1, Section 1 of the Charter of the City of Kissimmee provides for the date General Municipal Elections are held; and

WHEREAS, the City Commission of the City of Kissimmee proposes two (2) charter amendments subject to approval by the electorate via referendum; and

WHEREAS, the City Commission desires to submit the two (2) proposed Charter amendments to the qualified electors of the City of Kissimmee for approval or rejection at the General Municipal Election to be held on August 18, 2026; and

WHEREAS, notice of the proposed Charter Amendments must be provided as required by law; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE:

Section 1. Referendum Called. A municipal referendum is hereby called to submit proposed amendments to the Charter of the City of Kissimmee to the qualified electors of the City. Such referendum shall be held in conjunction with the General Municipal Election on August 18, 2026, during the legal hours of voting, for the purpose of voting upon the proposed Charter amendments described herein.

Section 2. Charter Amendments to be Submitted. The following proposed Charter Amendments shall be submitted to the electors of the City of Kissimmee for consideration:

REFERENDUM 1:

Shall the City Charter, Chapter 2, Section 2, be amended to revise the term limits for the Mayor-Commissioner and City Commissioners from two (2) consecutive four-year terms to three (3) consecutive four-year terms?

REFERENDUM 2:

Shall the City Charter, Chapter 2, City Commission, Section 7, be amended to require all candidates for elected office to consent to a background check to verify eligibility for office?

Section 3. Ballot Form. The proposed Charter Amendments shall appear on the ballot in the following form:

OFFICIAL BALLOT
GENERAL ELECTION – CITY OF KISSIMMEE
CHARTER AMENDMENTS – AUGUST 18, 2026

REFERENDUM QUESTION 1:

TITLE: Extend term limits from two (2) consecutive four-year terms to three (3) consecutive four-year terms

Shall the City Charter, Chapter 2, Section 2, be amended to revise the term limits for the Mayor-Commissioner and City Commissioners from two (2) consecutive four-year terms to three (3) consecutive four-year terms?

Yes for approval (O)
No for rejection (O)

REFERENDUM QUESTION 2:

TITLE: Amend candidate qualification to require a background check

Shall the City Charter, Chapter 2, City Commission, Section 7, be amended to require all candidates for elected office to consent to a background check to verify eligibility for office?

Yes for approval (O)
No for rejection (O)

Section 4. Notice of Referendum. The City Clerk shall provide Notice of the Referendums in the manner required by law and shall publish such notice in a newspaper of general circulation within the City of Kissimmee at least thirty (30) days prior to the date of the election.

Section 5. Election Administration. The City Clerk is hereby authorized and directed to coordinate with the Osceola County Supervisor of Elections to ensure the placement of the proposed Charter Amendments on the ballot and to take all actions necessary to conduct the referendum election, including a provisional review of the ballot, in accordance with applicable law.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED at a regular meeting of the City of Kissimmee Commission on May 19, 2026.

CITY OF KISSIMMEE

BY: _____
Mayor-Commissioner, Jackie Espinosa

ATTEST:

_____
City Clerk, Tameara Crespo

PROPOSED ORDINANCE NO. 26-03

ORDINANCE NO. #3131

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.

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

SECTION 1. Chapter 2, Section 2, Term of Office of Commissioners is hereby amended as follows:

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

Section 2. – Term of office of commissioners. The Mayor-Commissioner and other City Commissioners shall be elected for a term of four (4) years or until his or her successor is duly elected and qualified as hereinafter provided. No person shall be elected to the City Commission more than ~~two (2)~~ three (3) consecutive four (4)-year terms. The term of office shall begin on the first regular meeting of the city commission following the verification of election results, except as provided in section 4 below.

SECTION 2. All Ordinances in conflict herewith are repealed

SECTION 3. This Ordinance shall be effective upon ratification by referendum.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 17th day of February, 2026.

Jackie Espinosa

Jackie Espinosa, Mayor-Commissioner

ATTEST:

Tameara Crespo

City Clerk

Approved as to form and legality:

Kalanit Oded

City Attorney (Interim)

PROPOSED ORDINANCE NO. 26-05

ORDINANCE NO. #3133

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.

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

Section 1. Chapter 2, City Commission, Section 7, Candidates to announce and qualify for particular office; deadline for qualification; method of qualifying; majority vote required for election; conduct of election; when candidate to take office.

Each candidate for the office of city commissioner and mayor-commissioner shall announce and qualify specifically for the particular seat by number for which he is a candidate, as provided by ordinance. Each candidate shall consent to a background check to verify the candidate's qualifications to hold office. No candidate shall be barred from running for office without notice, a hearing, and clear and convincing evidence that the candidate is not qualified to hold office. (A candidate shall qualify as set forth by resolution of the city commission.) The candidate receiving the majority of the votes cast shall be elected to that office. Each election shall be conducted as are now and hereafter provided by law. A candidate receiving a majority of votes in the general election shall take office at the city commission meeting following the formal certification of the election results. In the event that no candidate receives the majority of the votes cast at the election, then a runoff election, as provided in Article III, Chapter 1, Section 1, shall be held with the two candidates receiving the highest number of votes. In the general election, the winning candidate may be sworn in and take office at the same city commission meeting when the results are certified. A candidate shall qualify in accordance with Florida Statutes Section 99.093 or as otherwise set forth by resolution of the city commission.

Section 2. All Ordinances in conflict herewith are repealed

Section 3. This Ordinance shall be effective upon ratification by referendum

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 17th day of February, 2026.

Jackie Espinosa

Jackie Espinosa, Mayor-Commissioner

ATTEST:

Tameara Crespo

City Clerk

Approved as to form and legality:

Kalanit Oded

City Attorney (Interim)

ITEM 7.D
Second Extension of Airport Marketing Service Agreement

Request

Request approval of a second extension to the current marketing agreement between Kissimmee Gateway Airport and Brand Advocates for an additional year for $48,000.00 (Contract #20240289).

Explanation

Kissimmee Gateway Airport entered into a marketing agreement with Brand Advocates on April 16, 2024, for a one-year term with the option to renew for two additional one-year terms. The first extension was approved by the Commission on May 6, 2025. The Airport has been pleased with Brand Advocates' efforts and intends to extend the agreement for a second year. The extended year will focus on marketing the airport and businesses through social media and digital channels, and on oversight of the Experience Kissimmee marketing grant.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170103-504901				48,000

Financial Summary:

The total amount of $48,000.00 will go towards advertising the airport and its businesses.

Recommendation

Approval of a second extension to the current marketing agreement between Kissimmee Gateway Airport and Brand Advocates for an additional year for $48,000.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) Second & Final Renewal of Services between The Brand Advocates & COK - SIGNED

SECOND AND FINAL RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND THE BRAND ADVOCATES FOR CONTINUING SERVICES

THIS SECOND AND FINAL RENEWAL of the Agreement for Professional Consultant Services Related to Airport marketing and public relation services for the City of Kissimmee is made this _____day of _____ 2026, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **THE BRAND ADVOCATES**, whose mailing address is 1800 Pembrook Drive, Suite 300, Orlando, Florida 32810, hereinafter known as "CONSULTANT". The CONSULTANT and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised a Request for Proposals "RFP 2024-001" for Airport Marketing and Public Relations Consulting of Record Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and The Brand Advocates, on April 16, 2024 (the "Original Agreement") for an initial term of one (1) year with the option of two (2) consecutive twelve (12) month renewal periods; and

WHEREAS, the Parties entered into a First Renewal to the Agreement on May 6, 2025, extending the Original Agreement for the first twelve (12) month renewal term; and

WHEREAS, the term of the First Renewal to the Agreement is set to expire, and the CITY determined the services and performance of CONSULTANT effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONSULTANT now mutually desire to extend the Original Agreement for the second and last twelve (12) months pursuant to the terms of same.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this Second and Final Renewal, the CITY and CONSULTANT agree to the terms and conditions of the Original Agreement dated April 16, 2024, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and CONSULTANT agree to exercise the second and final twelve (12) month renewal provided under Section 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this Second and Final Renewal of the Agreement between **CITY** and **THE BRAND ADVOCATES** is May 19, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second and Final Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

THE BRAND ADVOCATES
(CONSULTANT)

By:_____

Title: Managing Partner

Date: May 4, 2026

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 4th day of May, 2026, by means of ☒ physical presence or ☐ online notarization by _____ as Managing Partner for The Brand Advocates, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Yarelys Mirabal
My Commission HH 508705
Expires 4/5/2028

Notary:_____
Print Name: Yarelys Mirabal
My Commission Expires: 04/05/2028

CITY OF KISSIMMEE

By:_____
Jackie Espinosa, Mayor-Commissioner

Date:_____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Kalanit Oded, City Attorney

EXHIBIT "A"
ORIGINAL AGREEMENT

AGREEMENT between CITY OF KISSIMMEE
and
THE BRAND ADVOCATES

THIS AGREEMENT is made this 16th day of April, 2024 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**CITY**" and "**The Brand Advocates,"** whose address is 1800 Pembrook Drive, Suite 300, Orlando, FL 32810, hereinafter "**CONSULTANT**," 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 CONSULTANT to provide marketing and public relation services to the CITY of KISSIMMEE GATEWAY AIRPORT; and

WHEREAS, the CITY advertised RFQ 2024-001 for Airport Marketing and Public Relations Consulting of Record Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

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

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 be effective for a term of one (1) year from the date of execution of the contract, with the option of two (2) consecutive twelve (12) month renewals.

SECTION 3. SCOPE OF SERVICES. CONSULTANT agrees to provide to the CITY including, as specified in **Exhibit "A"** attached hereto.

SECTION 4. PRODUCTS AND PRICING. CONSULTANT will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** at the pricing specified in **Exhibit "B"**. The CITY shall pay CONSULTANT in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statues. CONSULTANT 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 CONSULTANT 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 CONSULTANT. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONSULTANT 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: Director of Aviation
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

CONSULTANT: Managing Partner
The Brand Advocates
1800 Pembrook Drive, Suite 300
Orlando, FL 32810

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. FUND AVAILABILITY AND USE OF CONSULTANT. 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 CONSULTANT for any project which may fall within the scope of services listed herein.

SECTION 9. EMPLOYMENT VERIFICATION (E-FERIFY). In accordance with Section 448.095, Florida Statutes, CONSULTANT 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 subCONSULTANTs 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 subCONSULTANT during the term of this Agreement. If CONSULTANT enters into a contract with a subCONSULTANT performing work or providing services on its behalf, CONSULTANT shall also require the subCONSULTANT to provide an affidavit stating that the subCONSULTANT 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 CONSULTANT 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. CONSULTANT 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 10. 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 11. 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 12. EQUAL OPPORTUNITY EMPLOYER. CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONSULTANT will further ensure that all sub-CONSULTANTs it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 14. 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. CONSULTANT 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 CONSULTANT 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. CONSULTANT'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 15. 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 CONSULTANT is acting on behalf of City as provided under Section 119.011 (2), CONSULTANT 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 CONSULTANT, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of a request to inspect or copy public records relating to a City's contract for services, CONSULTANT shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

5. If CONSULTANT 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 CONSULTANT 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 CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to CONSULTANT'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 16. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, CONSULTANT 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 CONSULTANT has submitted false certification, City shall provide CONSULTANT with written notice of its determination. CONSULTANT 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 17. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 18. INDEMNIFICATION. CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by CITY, caused by the acts and/or omissions of CONSULTANT, or any of its employees, agents, sub-CONSULTANTs, representatives, volunteers, or the like. CONSULTANT 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 CONSULTANT, or any of its employees, agents, sub-CONSULTANTs, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 19. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party. Failure to contact the CITY of delayed shipments or failure to meet scheduled deliveries more than three (3) times within the contract term will also be a basis for the termination of this Agreement.

SECTION 20. ENTIRETY OF AGREEMENT. This Agreement, together with corresponding Exhibits 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.

(CONSULTANT)

STATE OF Florida)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 3rd day of April, 2024, by means of ☒ physical presence or ☐ online notarization, by Tasha Cunningham as Manager Partner of (*CONSULTANT*), 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
Yarelys Mirabal
My Commission GG 975857
Expires 04/05/2024

Notary Public State of Florida
Yarelys Mirabal

CITY OF KISSIMMEE

Olga Gonzalez
Mayor-Commissioner

Date: April 17, 2024

ATTEST:

Linda S. Hansell
City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT A
SCOPE OF CONSULTING SERVICES

Primary:

Plan, develop, execute, track and report the results for Kissimmee Gateway Airport's (ISM) brand advertising programs.

- Marketing and Advertising Planning: Develop recommendations for a Consultant Marketing and Advertising Plan that supports the strategies set forth by ISM. Includes Strategic Direction, Creative Strategy, Brand Development and Stewardship, Media Plan and Cooperative Plan.

- Media Buy: Develop and execute the media plan presented in the Consultant's Marketing and Advertising Plan and approved by ISM. Execution includes placement, optimization, cancellations, auditing, payment to vendors and billing.

- Advertising Concept Development/Production: Concept creative materials/campaign elements (print, digital and broadcast) as described in the Consultant's Marketing and Advertising Plan. Once approved, produce and bring to final form the advertising materials.

Secondary:

- Work with ISM staff to develop campaign tracking mechanisms, research and other projects as needed.

- Organize and lead ISM monthly marketing coordination meetings, prepare periodic reports and a monthly budget recap, as directed by ISM.

- Provide creative input and support for other projects and work collaboratively with global trade and public relations agencies.

EXHIBIT B
PRICING

TO: Shaun Germolus, Director of Aviation, City of Kissimmee Gateway Airport

FROM: Tasha Cunningham, Managing Partner, The Brand Advocates

DATE: March 25, 2024

RE: Task Work Order No. 1 – Agency of Record – Kissimmee Gateway Airport

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This memorandum outlines the services to be performed under Task Work Order No. 1 for the above-referenced new contract.

SCOPE OF SERVICES

TASK 1: Digital Marketing, Advertising, Website Maintenance, ISM Campaign, Social Media Management

- TBA will implement a comprehensive marketing, website, and social media plan to monitor and maintain the airport's presence on social media platforms including Facebook, Twitter, Instagram and LinkedIn. TBA will develop monthly social media content calendars, which will include with draft content, hashtags, and images. TBA will post approved content and provide monthly social media analytics and reports that track platform performance, trends and other information. TBA will develop draft responses to any inquiries received via social media and send them to airport leadership for approval. TBA will monitor the airport's website at www.FlyKissimmee.com and update content, as necessary.

- Revise economic development brochure.

- Advertising and marketing for the scheduled Food Truck Fly-In Sept. 14th.

- Continue promoting and implementing "ISM" campaign and coordinating Experience Kissimmee Grant.

- Develop a public education campaign for recruiting students.

- Develop a public education piece for realtors, convention & tour center – the importance of utilizing the closest airport.

- Two marketing meetings on the first and third Thursday of each month starting on April 4, 2024.

NOTE: Additional campaigns (US Customs Marketing, NBAA Schedulers/Dispatchers Conference) will be a separate work order.

FEE ESTIMATE

TASK	ESTIMATED HOURS	HOURLY RATE	TOTAL
Task 1: (April 2024 – April 2025) Digital Marketing, Advertising, Website Maintenance, ISM Campaign, and Social Media Management ($4,000 per month x 12 months)	LUMP SUM	LUMP SUM	$48,000.00
		TOTAL	**$48,000.00**

Harbour

AUDIT TRAIL

(S) 2024 Airport Marketing PR Consulting Services Contract - Notarized

FILE	Airport Marketing Service Agreement With The Brand Advocates_Apr-17-2024_completed.pdf (948.21 KB)
DOCUMENT REF ID	HBRREF-4c55f4f14c734cd0bf34c1e2d9fec784
FILE VERIFICATION ID	CUwbUVzTIX2vkBylAjbGgQ== (md5hash base64)
STATUS	Completed (April 17th 2024 13:00:27 UTC)

DOCUMENT HISTORY

CREATED
Agreement Created by City Clerk's Office (tcrespo@intra.kissimmee.org)
Agreement Type: EMAILS
April 11th 2024 19:31:36 UTC

SIGNED
Agreement Signed by Olga Gonzalez
April 17th 2024 00:22:58 UTC
US FL • • •
Signer Email: olga.gonzalez@kissimmee.gov

SIGNED
Agreement Signed by Olga Sanchez de Fuentes
April 17th 2024 12:45:20 UTC
US FL • • •
Signer Email: olga.sanchezdefuentes@kissimmee.gov

SIGNED
Agreement Signed by Linda S. Hansell
April 17th 2024 13:00:27 UTC
US FL • • •
Signer Email: linda.hansell@kissimmee.gov

COMPLETED

ITEM 7.E
New Construction Agreement for 219 N Randolph

Request

Requesting approval to execute the new Neighborhood Stabilization Program (NSP) Agreement with Rebuilding Together Greater Florida for 219 N Randolph Avenue (Contract #20260202).

Explanation

On October 7, 2025, the City approved an agreement with 2W Construction Corp d/b/a 2W Solutions. After execution, the contractor notified staff of their intent to cancel the contract for personal reasons. Staff then consulted with the City Attorney's Office and the Procurement Office, and it was determined that the contract could be reassigned. Rebuilding Together Greater Florida responded to RFP 2025-012 and was found qualified to perform the required scope of work. Given the City's newly established partnership to support the Owner-Occupied Rehabilitation Program, staff recommended awarding the contract to Rebuilding Together.
Rebuilding Together proposes constructing a single-family home totaling approximately 1,729 square feet. The residence will include three (3) bedrooms, two (2) bathrooms, and a one-car garage. The total estimated cost of the project is $239,524.09.

The plan for the sale of the property remains the same:

- The home will be sold to an income-eligible household earning 80 percent or below of the area median income.
- The City will open an application period before the completion of the construction and conduct a lottery to determine the order of applicant review. The selected applicants will be given the opportunity to make an offer on the property in the order drawn. The City will announce the winning lottery numbers to ensure transparency in the process.
- Additional purchase assistance may be available from the City and/or other agencies, depending on the need to cover financing gaps for qualified buyers.

The construction is expected to be completed by December 31, 2026.

Recommendation

Approve and execute the new Neighborhood Stabilization Program (NSP) Agreement with Rebuilding Together Greater Florida for 219 N Randolph Avenue.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) RFP 2025-012 (219 N Randolph NSP) Agreement-Rebuilding Together

CITY OF KISSIMMEE
NEIGHBORHOOD STABILIZATION PROGRAM
NEW CONSTRUCTION AGREEMENT
FOR ONE SINGLE-FAMILY HOME (219 N RANDOLPH AVENUE)

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between **Rebuilding Together Greater Florida**, hereinafter referred as the "**CONTRACTOR**," whose mailing address is 3914 N. 301 Highway, Suite 700, Tampa, Florida 33619, and the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, Florida, 34741, hereinafter referred as the "**CITY**."

WHEREAS, the City received Neighborhood Stabilization Program (NSP) funds from the U.S. Department of Housing and Urban Development to address the high rate of foreclosures impacting our community; and

WHEREAS, new construction of housing is eligible under NSP as part of the redevelopment of demolished or vacant properties as provided by 24 CFR 570.201(d); and

WHEREAS, consistent with the City's adopted NSP Action Plan, the City determined that it was in the best interest of the community to solicit design-build contractor services (RFP 2025-012) for the development of a new residential complex on City owned property located at 219 N Randolph Avenue, Kissimmee, Florida 34741; and

WHEREAS, 2W Solutions, initially selected to construct the housing unit, has cancelled its agreement, and the City has subsequently secured Rebuilding Together Central Florida to perform the construction; and

WHEREAS, CONTRACTOR is duly authorized to conduct business in the State of Florida and has demonstrated experience and active involvement in the design and construction of affordable, single-family housing for low income households; and

WHEREAS, The City desires to award the Project to CONTRACTOR in accordance with the terms, conditions and requirements as specified herein and pursuant to the bid specifications in RFP 2025-012, and the RFP response submitted by Rebuilding Together Greater Florida, attached hereto as **Exhibit "A".**

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and representations contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, CITY and CONTRACTOR agree as follows:

SECTION 1. **RECITALS**. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

SECTION 2. EXHIBITS; DEFINITIONS. The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

Exhibits	Description
"A"	Response to the Request for Proposal (RFP)
"B"	Budget
"C"	Request for Payment
"D"	Contractor's Invoice, Partial Release of Liens, and Warranty
"E"	Contractor's Final Payment Affidavit and Waiver and Final Release of Lien
"F"	Change Order
"G"	Davis Bacon Wage Determination
"H"	City of Kissimmee Section 3 Plan and Forms

DEFINITIONS.

A. "Administrator" means the Housing and Community Development Division of the Development Services Department of the City of Kissimmee, which shall act on behalf of the City of Kissimmee in the execution, funding and programmatic control of this Agreement.
B. "Approval by the City" or like term means written approval by the Administrator or the City Commission as may be required from time to time.
C. "Calendar days" - All references to days in this Agreement shall mean calendar days, not business days.
D. "Parties" shall mean both the City and Rebuilding Together Greater Florida
E. "Project" shall mean professional contractor services including design and construction of a new residential unit at 219 N. Randolph Avenue, Kissimmee, Florida 34741.
F. "Subrecipient" means a public or private non- profit agency, authority or organization or a for profit entity, including a unit of general local government to which the state awards funds.

SECTION 3. CONTRACTOR'S SCOPE OF WORK AND RESPONSIBILITIES.

A. Budget.

Contractor shall use the Grant Funds for eligible expenses permitted under the NSP regulations and in accordance with the Budget attached as **Exhibit "B".** Any changes in budget line items, including additions, must be requested in writing and must be approved in writing by the City's Development Services Director before related expenditures can be undertaken. Subrecipient shall be responsible for any cost overruns above the amount of the Grant Funds. Subrecipient shall not use any Grant Funds for prohibited activities.

B. Labor, Materials and Work Write-Up.

Contractor shall furnish all labor, materials, supervision, and services necessary for construction of a single-family home at 219 N. Randolph Avenue, Kissimmee, Florida,

34741 for the total sum of Two Hundred Thirty-Nine Five Hundred and Twenty-Four Thousand Dollars and 09/100 Cents, ($239,524.09).

C. Notice to Proceed.
Contractor shall not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall begin the work within ten (10) calendar days of the date of said Notice, and shall complete said work within one hundred and eighty (180) calendar days thereafter.

D. Insurance.
Contractor shall carry sufficient insurance coverage (Builder's Risk Insurance) based on the total project cost, to protect materials, structure fixtures and/or equipment from loss due to theft, fraud, fire, vandalism, and or undue physical damage.

1. Professional Liability Coverage Required: $1,000,000.00 for Professional Services

2. General Insurance:
   a. Worker's Compensation. The Contractor will provide Worker's Compensation coverage for all employees at the site location, and in case any work is subcontracted will require the subcontractor to provide Worker's Compensation for all his employees the limits will be statutory for Worker's Compensation and $300,000 for Employer's Liability.

   b. Comprehensive General Liability. The Contractor will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than $1,000.000.00.

   c. Comprehensive Automobile Liability: The Contractor will provide coverage for all owned and non-owned vehicle for limits of not less than $1,000,000.00.

3. The Contractor agrees to include the City as an additional insured party under all policies of general liability insurance maintained by the Contractor respective to Certificates of Insurance acceptable to the City shall be filed with the Project Administrator prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the City of Kissimmee.

E. Surety Bonds. The Contractor shall furnish separate performance and payment bonds to the City guaranteeing that they will deliver a completed project under the terms of this Agreement and will promptly pay all persons supplying labor and/or materials, ten (10) days after issuance of the Notice of Award. Each bond shall set forth a penal sum in an amount not less than Two Hundred Thirty-Nine Five Hundred and Twenty-Four Thousand Dollars and 09/100 Cents, ($239,524.09), the Agreement price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. If the Agreement price is adjusted by Change Order executed by the Contractor and

approved by the City, the penal sum of both the performance and payment bonds furnished by the Contractor shall be in a form suitable to the City shall be executed by a surety, or sureties, reasonably acceptable to the City.

F. Permits and Licenses. The Contractor will be required to obtain, at no expense to the City the standard permits required by the City for completion and labor of all Work covered under this Agreement. He shall also be responsible to insure that City inspections are called for as necessary. The Contractor shall comply with all provisions of applicable City and State codes as adopted by the City. Contractors and subcontractors must hold a valid, current State of Florida Certification.

G. Debris and Material Removal. Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "RFP #025-011 response".

H. Assignments and Subcontracts. The Contractor shall not assign the Agreement or subcontract any portion of this Agreement without written consent of the City. The Contractor is responsible for all work carried out by any subcontractor.

I. Subcontracts to persons connected to City of Kissimmee. Contractor shall not subcontract any part of the work to be performed under this Agreement to any member, officer or employee of the City of Kissimmee or its designees or agents, the governing body of the City of Kissimmee, and other City public official who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this Agreement.

J. Guaranty. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days' notice to the Contractor, make the necessary repairs or adjustments and charge the Contractor the cost thereby incurred. The City of Kissimmee will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

K. Correction of Work. The Contractor shall promptly remove from the premises all work rejected by the City for failure to comply with the Agreement Documents, whether incorporated in the construction or not, and the Contractor shall promptly

replace and re-execute the work in accordance with the Agreement Documents and without expense to the City and shall bear the expense of making good all work destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the City may remove such work, and such expense shall be borne by of the Contractor.

L. Suspension of Work, Termination and Delay.

1. The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Agreement Price or an extension of the Agreement Time, or both, directly attributable to any suspension.

2. Upon termination or suspension of the work, the City shall use any remaining funds to pay a new contractor selected by the City to complete the work. If such costs exceed the remaining funds, the Contractor or his insurance company will pay the difference to the Board. Costs incurred by the City will be determined by the Project Administrator and incorporated in a Change Order.

3. Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due to the Contractor will not release the Contractor from compliance with the Agreement Documents.

4. After ten (10) days from delivery of a Written Notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all work executed and any authorized legitimate cost sustained plus reasonable profit.

5. The Contractor may, after ten (10) days from delivery of a written notice to the City, terminate the Agreement and recover from the City payments for all work executed and expenses sustain under the following circumstances:

a. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, through no act or fault of the contractor; or
b. If the City fails to act on any request for payment within (30) days after it is submitted, or the City fails to recommend payment to the Contractor the sum awarded by arbitrators within thirty (30) days of its approval and presentation,

6. In addition, and in lieu of terminating the Agreement, the Contractor may upon ten (10) days written notice to the City, stop the work until he has been paid all amounts

then due if the City has failed to act on a request for payment or if the City has failed to make any payment. In the event of a work stoppage upon resumption of the work, Change Orders shall be issued to adjust the Agreement Price or extending the Agreement Time or both to compensate for the costs and delays attributable to stoppage of the work.

7. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the City to act within the time specified in the Agreement Documents, or if no time is specified, within a reasonable time, an adjustment in the Agreement Price or an extension of the Agreement Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City.

M. Payments to Contractor.

1. The City shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of Two Hundred Thirty-Nine Five Hundred and Twenty-Four Thousand Dollars and 09/100 Cents, ($239,524.09).

2. At least ten (10) days before any payment is to be requested, the Contractor will submit to the City a Payment Request form, a sample of which is attached hereto as **Exhibit "C",** filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors used in the completing of the rehabilitation project.

3. As a condition precedent to final payment, the Contractor shall submit to the City an affidavit that all Contractor obligations to subcontractors, laborers, equipment or material suppliers or other third parties connected to the project have been paid or otherwise satisfied. The City may also require Contactor submit a separate release of lien or lien waiver, in a statutory form acceptable to the City, from each subcontractor, laborer, material supplier or other person or entity who has or might have a claim against the City or the City's Property, a sample form of which is attached hereto as **Exhibit "D" and "E".**

4. A representative of the City of Kissimmee may inspect all work at reasonable time intervals and must approve all draw requests and the Notice of Final Completion.

5. All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressed herein, shall be submitted to the City as part of or prior to the Project closeout and final payment.

N. Indemnification and Release of Claims and Liabilities.

1. The Contractor shall indemnify and hold the City harmless from any and all claims, liabilities, damages, loss, cost, and expenses of every type whatsoever including without limitation, attorney's fees and expenses in connection with the Contractor's performance of this Agreement, provided such claims, liability, damage, loss, cost, or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the work itself), including loss of use caused by the Contractor, the Contractor's subcontractors, and any agents or employees of the Contractor or subcontractors.

2. The Contractor shall indemnify and hold the City harmless from any claim arising out of the demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations to subcontractor, materialmen, and the like have been paid, discharged, or waived. If the Contractor fails to do, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Agreement Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Agreement documents by the City to the Contractor, and the City shall not be liable to the Contractor for any such payments made in good faith.

3. The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Agreement Documents.

O. Changes in the work and Agreement price. The City may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement Documents or increase or decrease the amount of time required for performance of the work, an equitable adjustment shall be authorized by Change Order, on the sample form incorporated herein as **Exhibit "F".** The City shall review and give final approval to all Change Orders. The City may, at any time, by issuing a written Change Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the City.

P. Changes in Agreement Price. The Agreement Price may be modified only by a Change Order. The value of any work covered by a Change Order or of any claim

for increase or decrease in the Agreement Price shall be determined by one or more of the following methods in the order of precedence listed below:

(1) Unit prices previously approved.

(2) An agreed lump sum.

Q. Time for Completion and Liquidated Damages.

1. The date of beginning and the time for completion of the work are essential conditions of the Agreement Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor shall commence the performance of this Agreement within ten (10) days of issuance of the Notice to Proceed and shall diligently continue its performance to and until final completion of the project. The Contractor shall accomplish Substantial Completion of the project on or before March 16, 2026.

2. The Contractor will proceed with the work at such rate of progress to insure full completion within the Agreement Time. It is expressly understood and agreed, by and between the Contractor and the City that the Agreement Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

3. The Contractor, within fifteen (15) days of commencing the work, shall provide the City with a schedule for completing the work. Such schedule shall be in a form acceptable to the City. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the whole project. Each such revision shall be furnished to the City.

4. The Contractor shall pay the City the sum of Five-hundred Dollars ($500) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Agreement. When the City reasonably believes that Substantial Completion will be an inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5. All limitations of time set forth herein are material and are of the essence of this Agreement.

SECTION 4. CITY'S RESPONSIBILITIES.

The City shall:

A. Cooperate with the Contractor to facilitate the performance of the work as necessary.

B. Abide by the terms of this Agreement and allow the rehabilitation to be carried out in accordance with local codes and federal regulations. This includes not undertaking, altering or contracting for the services of another party to complete any of the work specified in the "RFP #2025-012 response unless Contractor specifically authorizes the City to complete a specified item or supply specified materials, and same is agreed to by City.

C. The City assumes the responsibility for environmental review described in 24 CFR 570.604 and initiating the review process under Executive Order 12372.

SECTION 5. COMPLIANCE WITH FEDERAL LAWS.

A. Non-Discrimination and Equal Opportunity: Owner shall not, on the grounds of race, color, national origin, religion, or sex, exclude any person from participation in, or deny any person the benefits of this Agreement, or subject any person to discrimination. Owner shall keep records of its compliance.

Owner shall at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-2000d-4 (Nondiscrimination in Federally Assisted Programs) and implementing regulations contained in 24 CFR Part 1, which prohibits discrimination on the basis of race, color, and national origin in all federally assisted programs.

Owner shall also not discriminate based on age under the Age Discrimination Act of 1975 (42 U.S.C. §6101-6107) and implementing regulations in 24 CFR Part 146.

Owner shall also comply with Title II of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and implementing regulations in 24 CFR Part 8, which prohibits discrimination against persons with disabilities in all program activities and services of a public entity. Any contracts entered by Owner shall include a provision requiring compliance with these regulations. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

Owner shall cooperate with the City and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders, and all related rules and regulations.

b. Fair Housing Act: Owner shall comply with Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act-42 U.S.C. §§3601-3620), as amended, and implementing regulations at 24 CFR Part 100, et seq., Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating compliance. All housing for sale or rent assisted with federal funds must be made available without discrimination based on race, color, national origin, age, sex, religion, familial status, or disability in accordance with fair housing laws. Additionally, Owner shall comply with Executive Order 11063 and implementing regulations in 24 CFR Part 107, which prohibits discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing, or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

c. Equal Employment Opportunity (Non-Discrimination in Employment: Owner shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Part 60, and the Equal Employment Opportunity Clause. Any construction contracts exceeding $10,000 entered into by Owner, Owner, or its contractors and subcontractors shall include a provision requiring compliance with these regulations. Owner shall keep records and documentation demonstrating compliance with these regulations.

d. Copeland “Anti-Kickback” Act: Owner shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

e. Compliance with Davis-Bacon Act. The Davis-Bacon Act (DBA), along with related acts, ensures that workers on federally funded construction projects receive at least the prevailing wages and fringe benefits for their work. DBRA applies to CDBG funded construction work exceeding $2,000. The Wage Determination for this project is attached hereto as **Exhibit "G"** and made a part hereof by this reference.

f. Utilization of Minority/Women’s Business Enterprises: Owner shall, to the greatest extent feasible, ensure that Minority/Women’s Business Enterprises are included for consideration for participation in all construction, supply, or service contracts, if any. Owner shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises), Executive Order 12432 (Minority Business Enterprise Development), and Executive Order 12138, as amended by Executive Order 12608 (Women’s Business Enterprise). Owner shall keep such records necessary to comply with 24 CFR §92.508(a)(7).

g. Debarment and Suspension: Owner shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 24 CFR Part 24. Owner shall not enter into a contract with any person, agency, or entity that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs

under Executive Order 12549 or 12689, “Debarment and Suspension,” which are made a part of this Agreement by reference. If Owner has entered into a contract or subcontract with a debarred or suspended party, no HOME funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Owner shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and 91 and documentation demonstrating compliance with the requirements of 2 CFR Part 2424 and 24 CFR 92.508(a)(7).

h. Anti-lobbying provision: Owner shall comply with the disclosure requirements and prohibitions of 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87 and shall so certify to the City. Owner shall complete and comply with the "Certification Regarding Lobbying", attached hereto as Exhibit "O" and made a part hereof by this reference. A copy of this document will be kept in each of the party's files. Owner shall also comply with the requirements for funding competition established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. §3531 et seq.).

i. Conflict of Interest:
(a) Owner shall comply with the conflict-of-interest provisions in 24 CFR §92.356. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, 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 year thereafter. Owner shall keep records supporting requests for waivers of conflicts prohibited in 24 CFR §92.356. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

(b) Neither Owner nor any of their directors, officers, employees, agents, consultants, or members shall occupy the newly constructed unit.

j. Lead-Based Paint Prohibited: Owner shall not use lead-based paint in any part of the assisted unit, common elements, or in the entire Property and shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations in 24 CFR Part 35, subparts A, B, J and R (Subpart K must also be complied with if acquisition is part of the project. Owner shall keep records demonstrating compliance with these requirements.

k. Audits and Financial Statements:
(a) Owner shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

(b) In addition, if expending more than $500,000 of Federal awards during an operating year, Owner shall comply with the audit provisions contained in OMB Circular A-133, 24 CFR §85.26 and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Owner shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Owner's fiscal year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Owner shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Owner of such non-compliance. Any reimbursement by Owner shall not preclude City from taking any other action or pursuing other remedies.

(c) Owner also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits or financial monitoring the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request.

l. Uniform Administrative Requirements: Owner acknowledges that the City must comply with 2 CFR Part 200 regarding uniform administrative requirements. However, specific aspects of the Uniform Guidance are tailored to the CDBG program, as further detailed in the program regulations at 24 CFR Part 570. If requested by the City to do so, Owner shall provide the City with such documentation and records to satisfy the City's requirements under these various provisions. Owner also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

m. Environmental Review: Owner is not required to assume responsibility for an environmental review or assessment of this program pursuant to 24 CFR Part 58, nor responsibility for initiation of an intergovernmental review of this program and its activities. However, Owner is required to provide information about its activities in order for City to comply with its responsibility under 24 CFR Part 58. Owner shall submit to City any changes to the original proposed list of tasks or Budget so that the City may evaluate this new information and conduct any further environmental review. This information must be submitted to City for approval at least 30 days prior to any commencement of work. Owner also agrees to assist City in addressing environmental issues that may arise during City's review process.

n. Contract Work Hours and Safety Standards Act: Owner shall also comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-332), and other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1, as applicable. Owner shall maintain records demonstrating compliance, including contract provisions and payroll records. All construction contracts and subcontracts entered into by Owner shall contain these labor provisions to cover all laborers and mechanics employed in the development of the Project. Owner shall certify to City compliance with these provisions before making any payment under any contracts.

o. Section 3 Economic Opportunity: Owner shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701(u) and implementing regulations at 24 CFR Part 135 regarding economic opportunities for low-income persons.) Owner shall comply with the "Section 3" requirements. A copy of the City of Kissimmee Section 3 Plan is attached as **Exhibit "H".** The Plan includes forms that must be completed accordingly. Section 3 mandates that opportunities for training and employment arising from the use of federal funds shall be provided to Low-Income persons residing in the program service area. Contracts for all types of work to be performed in connection with the Project shall be awarded to business concerns that are in or owned by people residing in the program service area. Owner shall also include this provision in contracts or subcontracts more than $100,000.00. Owner shall keep records documenting compliance with these requirements as required by 24 CFR §92.508(a)(7).

q. Violence Against Women Act (VAWA). Owner shall comply with 24 CFR §92.359 in order to meet all the Violence Against Women Act (VAWA) requirements, including notification requirements, bifurcation of lease requirements, development of a VAWA lease or lease addendum, and obligations under the Emergency Transfer Plan for the duration of the Affordability Period.

SECTION 6. COMPLIANCE WITH STATE LAW.

A. PUBLIC RECORDS. Contractor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Contractor shall keep and maintain public records required by City to perform the service.

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

i. If the City's Custodian of Records requests records from Contractor, Contractor shall provide City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
ii. 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 Contractor does not transfer the records to City.

iii. Upon completion of the contract, Contractor shall transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

iv. 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 City or allow the records to be inspected or copied within a reasonable time.

v. If Contractor does not comply with City's request for records, such failure shall constitute a material breach, and the Agreement shall terminate upon notice by City.

vi. A contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

B. 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.

C. DISCRIMINATORY VENDOR LIST**.** Contractor hereby acknowledges its continuous duty to disclose to City if Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List.

Pursuant to Section 287.134(2)(a),Florida Statutes: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

D. FOREIGN GIFTS AND CONTRACTS**.** Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

E. SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS**.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to Contractor based on Contractor’s social, political, or ideological interest.

F. 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.

G. PUBLIC ENTITY CRIMES**.** Contractor represents and warrants that it is not listed on the State of Florida’s convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. Contractor acknowledges the continuous duty to disclose to the City if Contractor or any of its affiliates are placed on the convicted vendor list.

H. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

I. HUMAN TRAFFICKING. Contractor shall provide City with a completed affidavit signed by an officer or representative of Contractor attesting, under penalty of perjury,

that Contractor does not use coercion for labor or services as defined by section 787.06, Florida Statutes. See Exhibit C for a sample human trafficking affidavit.

J. 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 a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify. Every Contractor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). City acknowledges that Contractor may use workers outside the United States, who will not be subject to e-verification.

SECTION 7. GENERAL PROVISIONS.

1. Entire Agreement. This Agreement, together with all referenced exhibits, attachments and provisions incorporated by reference, constitutes the complete, full, and wholly independent agreement among the parties to this Agreement about the matters contained herein. This Agreement 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. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

2. Contractor agrees to perform the work required by this Agreement in accordance with HUD requirements and local codes and policies, to which the City shall not impose a hindrance.

3. Conflict of Interest. No member, officer or employee of the City of Kissimmee, or its designees or agents, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

4. Notices. Any notice under this Agreement by either party to the other may be by personal delivery in writing or by mail shall be sent by U.S. Mail, Certified Mail, Return Receipt Requested and fax or email to the following:

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

Contractor: Rebuilding Together Greater Florida
Jose Garcia, CEO
3914 N. 301 Highway, Suite 700
Tampa, FL, 33619

5. Severability: The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the invalidation or expungement of the invalid provision.

6. Project Records / Public Records. All documents relating in any manner whatsoever to the Project which are in the possession of the Contractor, or any subcontractor, shall be made available to the City for inspection and copying upon request of the City. Furthermore, said documents shall be made available upon request by the City to any state, federal or other regulatory authority and any such authority may review, inspect, and copy such records. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than five (5) years after final completion of the project, or for any longer period as may be required by law or construction practice. All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.

7. Applicable Laws / Venue. The parties shall comply with all Federal, State, County, and local laws, regulations, ordinances, and health and safety rules and regulations at all times. The laws of the State of Florida shall govern this Agreement. Venue for any action arising out of this Agreement shall lie in Osceola County, Florida. The parties agree to waive any right to trial by jury for any action arising out of this Agreement. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, reasonable attorney fees of the City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of years of experience who practice in Orange and Osceola County, Florida.

8. Successors and Assigns. Each party binds itself, its successor, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Agreement. The Contractor may not assign this Agreement without prior written consent of the City.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of the Agreement to be executed.

10. Captions. All captions of the various clauses of this Agreement are for informational purposes only and shall not alter the substance or terms and conditions of this Agreement.

11. 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.

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IN WITNESS WHEREOF, the Parties have executed this Agreement each upon the date set forth next to his/her name.

Rebuilding Together Greater Florida
By: _____
Name: Jose Garcia
Title: CEO

Signed in the presence of two witnesses:

_____
Signature

Print Name: Melissa Reyes

_____
Signature

Print Name: Diana Serrano

CITY OF KISSIMMEE, FLORIDA,
a municipal corporation

By:
Mayor
Date:

ATTEST:

By: _____
City Clerk

EXHIBIT “A”
RESPONSE TO REQUEST FOR PROPOSALS



Identification of the Contractor:

Legal Name: Rebuilding Together Greater Florida.

Year of establishment: November 2000

Address:

Headquarters: 3914 N. 301 HWY., Suite 700, Tampa, Florida 33619

Central Florida: 2464 Sand Lake Rd, Orlando, FL 32809

Contact Information:

Margaret Bahnsen, VP of Construction: Margaret@rtgfl.org * (302) 270-9287
Jose Garcia, CEO: jose@rtgfl.org * (813) 389-0985

Number of Employees: 33

General Contractor License #: CGC- 1522294 (see attached copy of license)

Professional Engineering/Architect License #:

Pedro Conde, P.E.- P.E Florida No. 60871.
Conde Engineering, Inc
PO Box 260875
Tampa, Florida 33685-0875
Phone: (813) 843-6525
PedroCondePE@yahoo.com

Contact Concerning Proposal: Jose Garcia, CEDO * jose@rtgfl.org * (813) 389-0952

Executive Summary:

Rebuilding Together Greater Florida, (RTGFL) is respectfully submitting this proposal to build a Three (3) bedroom, Two (2) bathroom and One (1) car garage on the proposed site by the City of Missimmee located at 219 Randolph Avenue., Kissimmee, FL 34741. The total cost of the project will be $249,942.41

The breakdown is as follows:

Soft Cost: $10,722.00
Hard Cost: $191,263.34
Developer fee : $41.657.07

Including contingencies: $6,300

The proposed floor plan and specs are attached to this RFP

Years of experience and detailed qualifications in performing the range of services requested by this RFQ including team's resumes. Please provide the number of full-time and part-time employees. Past projects will be reviewed to determine if the Contractor has successfully completed projects similar in nature and scope.

Rebuilding Together Central Florida was founded in 2000 and has over 23 years of experience, delivering residential repairs and rehab services to low and very-low-income homeowners. Since inception we have completed over 1700 home repairs. These repairs vary in sizes from $5,000 to $ 75,000. Work included but not limited to roof, HVAC, Window and Doors replacement, electric and plumbing troubleshooting, bathroom remodels, widening doors and replacing floors among others. In 2012 we expanded our services by acquiring houses, remodeling, and making them available to first time buyers. By 2012 we became General Contractor in the State of Florida and begun construction of single-family homes in 2014. As of today, we have built and sold 73 homes to low to moderate income homeowners. Today we have expanded our construction capabilities to Demolition and Reconstruction projects, mainly with Hillsborough County Affordable Housing Services, as well as building and administrate single family homes to rent to families within the 80% of AMI and below.

At RTGFL we have four full-time employees. However, this team is also supported by additional staff based in Tampa Bay. Please see attached resumes of our team in Central Florida. (Please see resumes attached)

RTGFL has extensive and proven experience managing SHIP and CDBG funds to deliver the services mentioned above. In addition, we also have and continue administrating large grants from the Federal Home Loan Bank of Atlanta and Pittsburgh, Red Cross, Volunteer Florida and the Housing and Urban Development Department.

Furthermore, we secure corporate and foundation financial support and leverage them with funds secured from the local municipalities, in this case will be the City of Kissimmee. At the end of the construction state, we engage volunteers to complete additional projects such as exterior painting, landscaping, yard clean up and community revitalization efforts.

Contractors should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFQ.

Please see attached.

RTGFL engage licensed and independent trade professionals for all our work requiring permitting.

Contractors, subcontractors, and trade professionals need to provide the following:

- Signed and executed sub-contractor agreement (available upon request)
- Proof of Liability and auto insurance
- Workers Compensation or exemption
- W-9 Form
    - ACH Payment Information
- References from clients

The information is updated yearly, and we keep files available for audit upon request. Updates are made online, by the contractors, by login RTGFL's Builder Trend software.

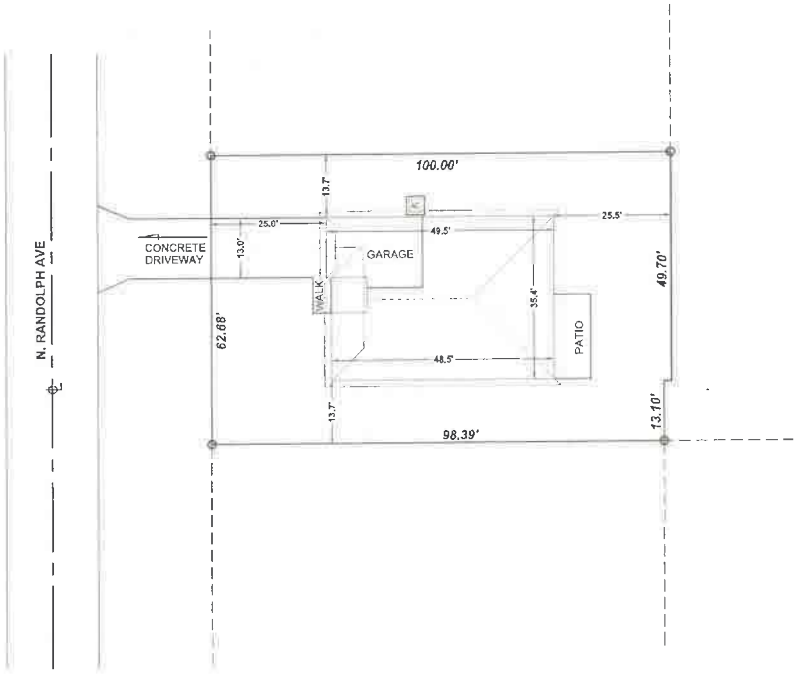
D. Plan for recycling or waste management of used construction materials in a timely manner.

In all our construction projects we engage the services of companies such as Waste Management and Republic Services to dispose all post construction materials. RTTB/RTCFL does not have a specific plan to utilize recycled material. However, if needed, we will reach out the city for guidance when drafting a plan according to its guidelines and requirements.

E. Contractors should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter.

RTTB/RTCF is not an MBE/WBE or a section 3 enterprise. However, its sis important to highlight that we make, and take pride of, every effort possible to engage certified MBE/WBE business registered in the City of Orlando, and we are always posting sign in the projects we work at requesting residents, to provide pricing or bids to our projects; specially to the demolition/reconstruction projects.

Please see attached project timeframe and proposed use of funds





SITE PLAN

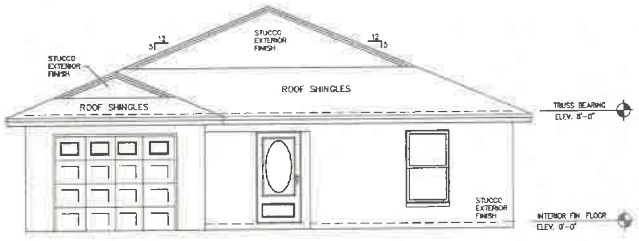
SCALE: 1" = 20'

PROPERTY ADDRESS:
219 N. RANDOLPH AVE,
KISSIMMEE, FL 34741

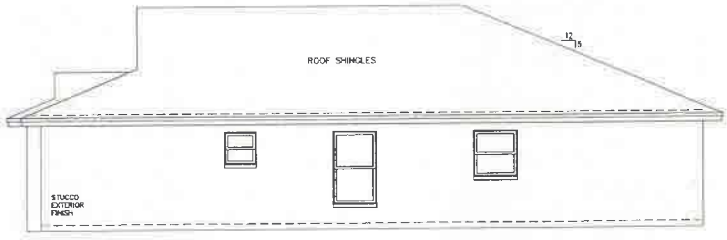
(PARCEL ID. 21-25-29-1690-000T-0029)

LEGAL DESCRIPTION:
MATHEWS ADDN PB A PG 06 BLK T S 62.5 FT OF W 100 FT LOT 2
OSCEOLA COUNTY. FLORIDA.

FLOOD ZONE INFORMATION:
FLOOD ZONE: X

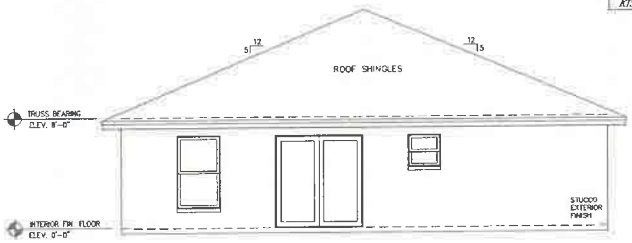


FRONT ELEVATION

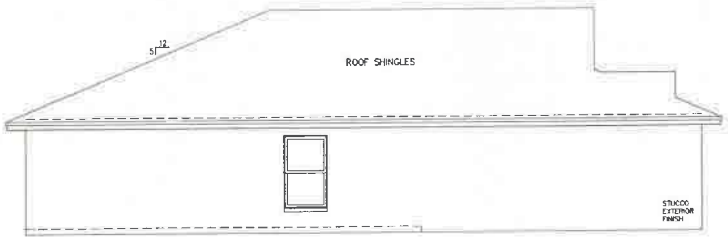


RIGHT ELEVATION

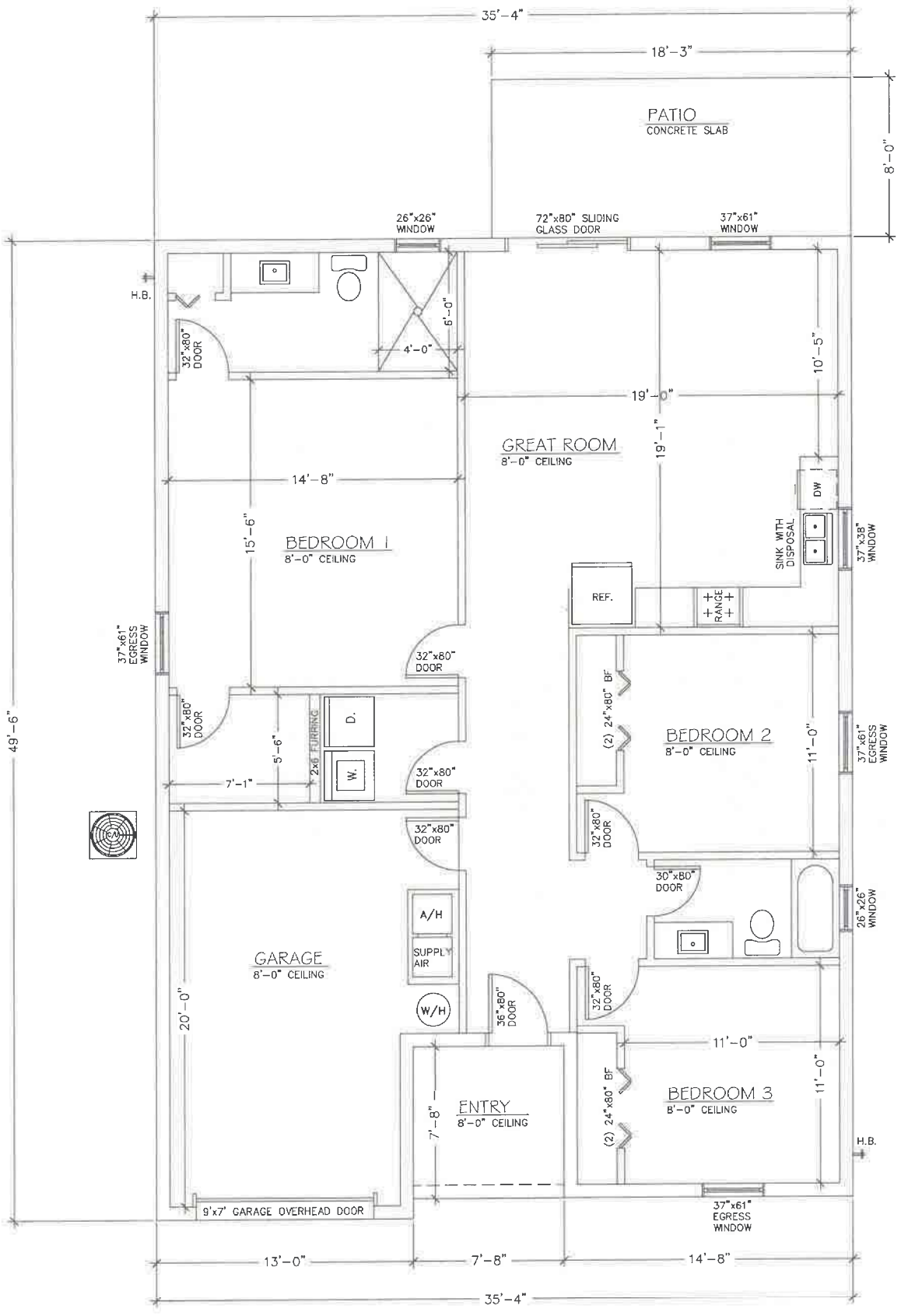
219 N. RANDOLPH AVE.
KISSIMMEE, FLORIDA



REAR ELEVATION

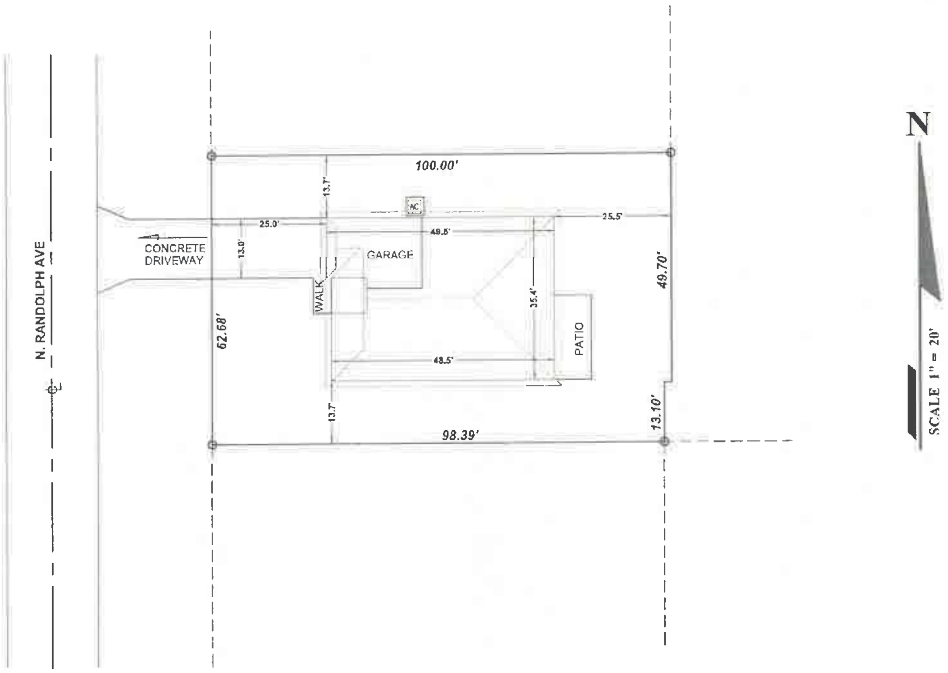


LEFT ELEVATION



AREAS	
LIVING AREA	1,373 SF
FRONT PORCH	59 SF
GARAGE	297 SF
TOTAL	1,729 SF

219 N. RANDOLPH AVE.
KISSIMMEE, FLORIDA



SITE PLAN

SCALE: 1" = 20'

PROPERTY ADDRESS:
219 N. RANDOLPH AVE,
KISSIMMEE, FL 34741
(PARCEL ID. 21-25-29-1690-000T-0029)

LEGAL DESCRIPTION:
MATHEWS ADDN PB A PG 06 BLK T S 62.5 FT OF W 100 FT LOT 2.
OSCEOLA COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:
FLOOD ZONE: X

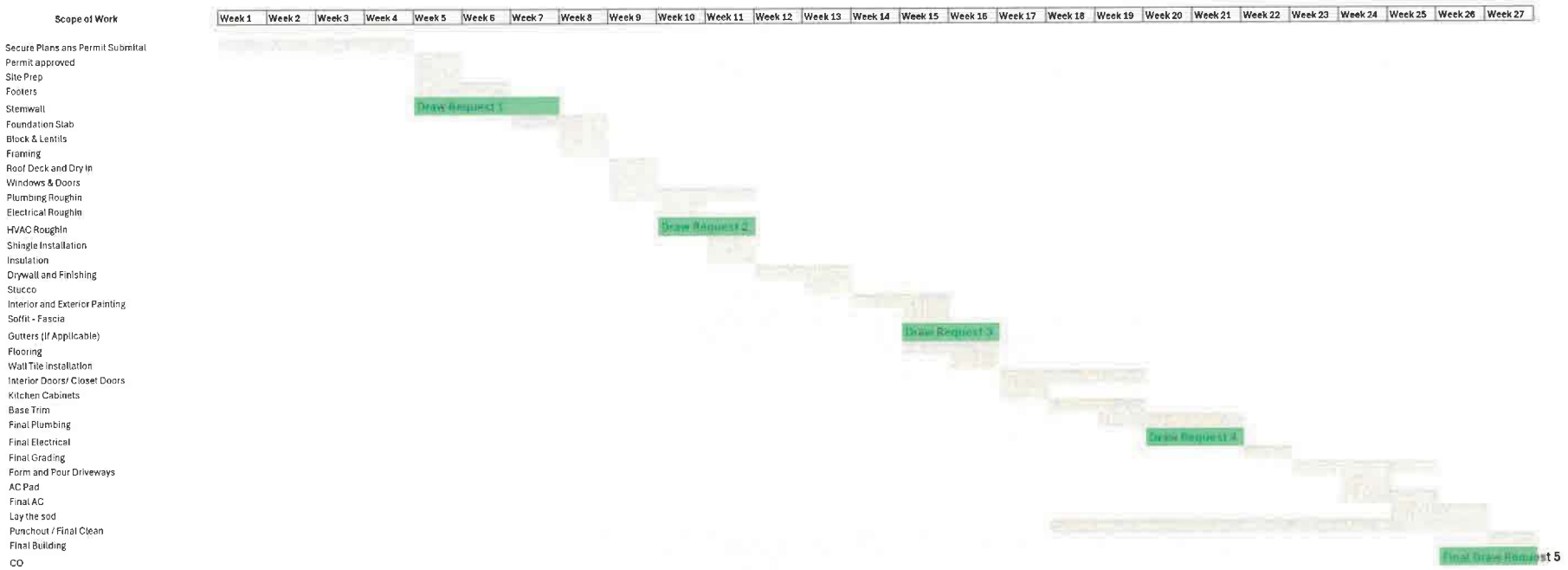
		ndolph Ave. Kissimmee	
		$ 239,524.09	
		3 Bedroom / 2 Bath / Garage : XXXX SF	
	Task	Budget	
Initial Soft Costs			
100	**Soft Costs**		BUDGET Cannot exceed 250k
100.1	Pre-Construction		
100.4	Engineering	$ 4,700.00	
100.5	Survey - Topo & Boundaries	$ 600.00	
100.6	Survey - Final	$ 600.00	
100.7	Blue Prints	$ 68.00	
100.8	Building Stakeout/Bluetop	$ 500.00	
100.9	Total Pre-Construction	$ 6,468.00	
101	Permits		
101.1	Plan Review	$ 400.00	
101.2	Sewer Application Fee	$ 50.00	
101.3	Water Application Fee	$ 50.00	
101.4	Utility Application	$ 150.00	
101.6	Permit - Approval	$ 600.00	
101.7	Construction App Fee	$ 100.00	
101.8	NOC Recording	$ 14.00	
101.9	Impact Fees		Work with Kissimmee for Waiver
101.1	Total Permits	$ 1,364.00	
102.1	Title Work	$ 800.00	CONFIRM
102.2	Builders Risk Insurance	$ 770.00	
102.3	Blower Door Test	$ 170.00	
102.4	Builder Warranty	$ 650.00	
102.5	Homeowner Insurance	$ -	CONFIRM
102.6	Contingency - Soft Costs	$ 500.00	
	Total Soft Costs	**$ 10,722.00**	
Construction			
105	**Excavation & Site Work**		
105.1	Site Clearing	$ 950.00	
105.2	Demolition		
105.3	Scraping & Barricade Install	$ -	
105.4	Fill Foundation	$ -	
105.5	Level Compact	$ -	
105.7	Pest Control Treatment	$ 350.00	
105.8	Final Grade	$ 1,800.00	
105.9	Compaction Test	$ 455.00	
109	Contingency	$ 800.00	
	Total Excavation & Site Work	**$ 4,355.00**	
110	**Concrete**		

110.1	Footer Labor	$ 14,634.00	MAY CHANGE
110.13	Total Footers - Labor & Material	$ 14,634.00	
110.2	Slab Labor	$ 14,634.00	
110.23	Total Slab - Labor & Material	$ 14,634.00	
110.3	Lentil Labor	$ 14,634.00	
110.33	Total Lintels - Labor & Material	$ 14,634.00	
110.4	Driveway Labor	$ 3,000.00	
110.41	Driveway Material	$ 5,200.00	
110.42	Total Driveway - Labor & Materials	$ 8,200.00	
110.5	Contingency - Concrete	$ 850.00	
	Total Concrete	**$ 52,952.00**	
115	**Masonry**		
120	**Framing**		
120.1	Framing Labor	$ 7,900.00	
120.2	Framing Material	$ 4,800.00	
120.3	Truss	$ 5,500.00	
	Total Framing	**$ 18,200.00**	
125	**Roofing**		
125.1	Roof Labor	$ 8,000.00	
125.12	Total Roofing - Labor & Material	$ 8,000.00	
125.5	Contingency - Roofing		
	Total Roofing	**$ 8,000.00**	
130	**Plumbing**		
130.1	Plumbing Underground	$ 2,975.00	
130.2	Plumbing Tubset	$ 2,650.00	
130.3	Plumbing Trim	$ 2,975.00	
130.4	Sink & Hardware	$ -	
	Total Plumbing	**$ 8,600.00**	
135	**Electrical**		
135.1	Electrical Rough in	$ 5,250.00	
135.2	Electrical Trim	$ 5,575.00	
135.3	Lighting Package	$ 400.00	
	Total Electrical	**$ 11,225.00**	
140	**HVAC**		
140.1	Mechancial Rough In	$ 7,050.00	
140.2	Mechanical Final	$ 2,350.00	
140.3	Contingency - HVAC	$ 400.00	
	Total HVAC	**$ 9,800.00**	
145	**Insulation**		
145.1	Insulation	$ 2,500.00	
	Total Insulation	**$ 2,500.00**	
150	**Windows**		

150.1	Windows Labor	$ 1,250.00
150.11	Windows Material	$ 5,268.00
150.12	Contingency	$ 250.00
	Total Windows	**$ 6,768.00**
155	**Drywall**	
155.1	Drywall Labor	$ 6,700.00
	Total Drywall	**$ 6,700.00**
160	**Trim**	
160.1	Interior Doors	$ 2,655.00
160.2	Trim Labor	$ 3,200.00
160.21	Trim Material	$ 2,369.34
160.3	Exterior Doors	$ 1,000.00
160.5	Contingency - Trim	$ 1,000.00
	Total Trim	**$ 10,224.34**
165	**Cabinetry**	
165.1	Cabinet Labor	$ 7,834.00
	Total Cabinetry	**$ 7,834.00**
170	**Exterior Wall Finish**	
170.1	Soffit & Fascia Labor	$ 2,970.00
170.11	Soffit & Fascia Material	
170.2	Stucco	$ 5,500.00
	Total Exterior Wall Finishes	**$ 8,470.00**
175	**Painting**	
175.1	Exterior Paint Labor	$ 2,500.00
175.11	Interior Paint Labor	$ 2,500.00
175.2	Exterior Paint Material	$ 1,000.00
175.21	Interior Paint Material	$ 1,000.00
175.5	Contingency - Painting	$ 500.00
	Total Painting	**$ 7,500.00**
180	**Gutters**	
180.1	Gutters	$ 2,040.00
180.2	Gutters - Drainage piping	$ 1,700.00
	Total Gutters	**$ 3,740.00**
185	**Flooring & Wall Coverings**	
185.1	Flooring Labor	$ 4,050.00
185.11	Flooring Material	$ 3,450.00
185.2	Bathroom Tile Labor	$ 3,900.00
185.21	Bathroom Tile Material	$ 730.00
185.5	Contingency - Flooring & Wall Coverings	$ 500.00
	Total Flooring & Wall Coverings	**$ 12,630.00**
190	**Landscaping**	
190.2	Landscaping - Final	$ 1,900.00

190.5	Contingency - Landscaping		$ 1,000.00
		Total Landscaping	**$ 2,900.00**
195	**Appliances**		
195.1	Appliance Package		$ 3,000.00
195.2	Appliance Install		$ 100.00
		Total Appliances	**$ 3,100.00**
200	**Cleanup**		
200.1	Dumpster		$ 2,960.00
200.2	Exterior Cleanup		$ 300.00
200.3	Final Cleanup		$ 1,000.00
		Total Cleanup	**$ 4,260.00**
205	**Finishing**		
206.11	Punchout Labor		$ 2,500.00
206.12	Punchout Material		$ 2,100.00
207	Contingency - Finishing		$ 500.00
		Total Finishing	**$ 5,100.00**
210	**Temporary Services**		
210.1	Electric		$ 1,455.00
210.2	Water		$ 250.00
210.3	Port-O-Let		$ 1,000.00
210.6	Developer Fee/GC (@15%)		$ 31,238.75
		Total Temporary Services	**$ 33,943.75**
Sub Total			$ 239,524.09
	Other		
	Delivery Fee		
	Relocation Fee		
	Mortgage Payoff		
		Total Other	$ -
Total			$ 239,524.09

Project Time Line and Proposed Draw Request



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MOURER, DONALD D JR

REBUILDING TOGETHER TAMPA BAY, INC.
3914 US-301 #700
TAMPA FL 33619

LICENSE NUMBER: CGC1522294

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT "B"
BUDGET

	Items	Costs
100.9	PreConstruction	$6,468.00
101.01	Permits	$1,364.00
102.1	Title Work	$800.00
102.2	Builders Risk Insurance	$770.00
102.3	Blower Door Test	$170.00
102.4	Builder Warranty	$650.00
102.6	Contingency – Soft Costs	$500.00
105	Excavation & Site Work	$4,355.00
110	Concrete	$52,952.00
115	Masonry	$-
120	Framing	$18,200.00
125	Roofing	$8,000.00
130	Plumbing	$8,600.00
135	Electrical	$11,225.00
140	HVAC	$9,800.00
145	Insulation	$2,500.00
150	Windows	$6,768.00
155	Drywall	$6,700.00
160	Trim	$10,224.34
165	Cabinetry	$7,834.00
170	Exterior Wall Finish	$8,470.00
175	Painting	$7,500.00
180	Gutters	$3,740.00
185	Flooring & Wall Coverings	$12,630.00
190	Landscaping	$2,900.00
195	Appliances	$3,100.00
200	Cleanup	$4,260.00
205	Finishing	$5,100.00
210	Temporary Services	$2,705.00
210.6	Developer Fee	$31,238.75
	TOTAL	$239,524.09

EXHIBIT "C"
NEIGHBORHOOD STABILIZATION PROGRAM
AGREEMENT FOR NEW CONSTRUCTION OF ONE SINGLE-FAMILY HOME
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

City of Kissimmee Project Coordinator:
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) 518-2162 x2156
Frances.dejesus@kissimmee.gov

ATTACHMENT D

CONTRACTOR'S INVOICE, PARTIAL RELEASE OF LIENS, AND WARRANTY

PROPERTY: 219 N Randolph Avenue

CONTRACTOR: _____

CONTRACT DATED: _____

TOTAL CONTRACT AMOUNT: $ _____

ADDENDUM DATED:

1. As a partial invoice, the undersigned hereby certifies that there is due and payable by the Owner to the Contractor under the above Contract the balance or sum of $_____.

2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment, no unpaid claims of sub-contractors, and no claims from laborers or mechanics for unpaid wages arising out of the performance of this contract.

3. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does release the Owner from any and all claims arising under or by virtue of this contract; provided, however, that if for any reason the Owner does not pay in full the amount stated in Paragraph 1 thereof said deduction shall not affect the validity of this release.

==========

This Release is conditioned upon payment of check issued on the account of _____ in the amount of $ _____; otherwise, this Release of Lien is VOID.

Dated this _____ day of _____, 2026.

_____
Company Name

_____
(Signature)

_____
(Print Name/Title)

ATTACHMENT E

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT AND WAIVER AND FINAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ (hereafter "Affiant") who after being duly sworn deposes and says of his or her personal knowledge the following:

1. Affiant is the _____ of _____ which does business in the
(title) (Name of Contractor's Business)
State of Florida, hereinafter called the "Contractor."

2. Contractor, pursuant to a contract with _____, (Owner or its authorized agent), hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).

3. This Affidavit is executed by Contractor in accordance with §713.06(3)(d) of the Florida Statutes for the purpose of obtaining a final payment from the Owner in the amount of $_____.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

NAME OF LIENOR	AMOUNT DUE
1.	
2.	
3.	
4.	
5.	

5. In consideration of final payment to the Contractor in the amount of $_____, and all other previous payments paid by the Owner to the Contractor, the undersigned hereby for and on behalf of Contractor, waives and releases its lien and right to claim of lien for labor, services, or materials furnished to the Owner.

6. Affiant is fully authorized to execute a full and final release of lien for Contractor.

Signed, sealed, and delivered this _____ day of _____, 20____.

NAME OF CONTRACTOR'S BUSINESS

By: _____
NAME OF AFFIANT, TITLE

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20_____, by _____, who is personally known to me or produced _____ as identification and who did take an oath.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:

EXHIBIT "F"

NEIGHBORHOOD STABILIZATION PROGRAM
CONTRACT FOR NEW CONSTRUCTION OF ONE SINGLE-FAMILY HOME
CHANGE ORDER #_____

OWNER: _____
CONTRACTOR: _____
JOB ADDRESS: _____

The Agreement for Construction Work entered on _____, by and between the City of Kissimmee 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 Agreement. The Agreement amount is hereby amended by $_____ for a new total of $_____.

The work completion deadline is_____. **The deadline is:**
☐ **extended to _____.** ☐ **not extended**

_____
Contractor Signature Date

The City of Kissimmee hereby approves the scope of work proposed on this Change order.

_____ _____
Housing and Community Development Manager Date

EXHIBIT “G”
DAVIS BACON WAGE DETERMINATION

This regulation does not apply to this project.

EXHIBIT "H"
CITY OF KISSIMMEE SECTION 3 PLAN AND FORMS

Section 3 Plan

Version 2-January 4, 2023

I.OVERVIEW OF SECTION 3 REQUIREMENTS

A. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

B. Purpose of this document

This Plan outlines how the City of Kissimmee ("City") and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing the City of Kissimmee's CDBG and HOME programs. The City will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 Workers and Targeted Section 3 Workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

The City may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

C. Applicability

This Plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed $200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

Section 3 requirements do not apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

II. SECTION 3 COORDINATOR

The Housing and Community Development Division is in charge of serving as the central point of contact for Section 3 compliance for the City and its subrecipients, contractors and subcontractors supporting the program. The Housing and Community Development Manager and/or her designee will act as the contact person for the coordination of the Section 3 Plan. Subrecipients, contractors, subcontractors and others are encouraged to reach out with questions regarding Section 3 compliance to:

City of Kissimmee
Housing and Community Development Division
101 Church St. Suite 120
Kissimmee FL. 34741
Frances.dejesus@kissimmee.gov
(407) 518-2162 x2156

At the start of the project, the Housing and Community Development Manager will assign the Section 3 responsibilities to one of the Housing and Community Development Specialists who will act as the Section 3 Coordinator for that particular project.

III. EMPLOYMENT, TRAINING, AND CONTRACTING GOALS

A. Safe Harbor Benchmarks

City of Kissimmee has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.19 for housing and community development financial assistance program. The safe harbor benchmark goals are as follows:

1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; Section 3 Labor Hours/Total Labor Hours = 25%; and

2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21; Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, City of Kissimmee will review and update the Section 3 Plan as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the City are required to certify that they will comply with the requirements of Section 3.

B. Safe Harbor Compliance

The City will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in Section C. After completion of the project, on the Section 3 Cumulative Report, contractors and

subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

C. Certification of prioritization of effort for employment, training, and contracting employment and training

Contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

1) Section 3 workers residing within the service area or the neighborhood of the project; and

2) Participants in Youth Build programs;

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

Contracting

Contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (where feasible):

- Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and

- Youth Build programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

IV. SECTION 3 ELIGIBILITY AND CERTIFICATIONS

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from the City of Kissimmee or its contractors/subcontractors for training, employment, or contracting opportunities generated by CDBG and HOME programs. To qualify as a Section 3 Worker, Targeted Section 3 Worker or a Section 3 Business Concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 Business Concerns and report false information to City may have their contracts terminated as default and debarred from ongoing and future considerations for contracting opportunities

A. Section 3 Worker and Targeted Section 3 Worker Certification

A Section 3 Worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 Worker or Targeted Section 3 Worker as defined in 24 CFR Part 75. For the purposes of Section 3 Worker eligibility, the City will use individual income rather than family or household income to determine eligibility. The income limits will be determined annually using the guidelines published at https://www.huduser.org/portal/datasets/il.html.

Persons seeking the Section 3 Worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or

2) Employed by a Section 3 Business Concern; or

3) A Youth Build participant;

Persons seeking the Targeted Section 3 Worker preference shall demonstrate that it meets one or more of the following criteria:

1) Employed by a Section 3 Business Concern or

2) Currently meets or when hired met at least one of the following categories as documented within the past five years:

- Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or

- A Youth Build participant.

Section 3 Workers and Targeted Section 3 Workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form.

B. Section 3 business concern Certification

The City of Kissimmee encourages contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 Business Concerns.

Businesses that believe they meet the Section 3 Business requirements can self-register in the HUD Business registry, http://www.hud.gov/Sec3Biz. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or

2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or

3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers;

Businesses that seek Section 3 preference shall certify, or demonstrate to the City, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form, located in APPENDIX B.

Section 3 Business Concern Certification Forms must be submitted at the time of bid or proposal. If the City previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire within six months or upon project completion, whichever comes first.

V. ASSISTING CONTRACTORS WITH ACHIEVING SECTION 3 GOALS

In an effort to assist contractors with meeting or exceeding the Section 3 goals, the City will do the following when applicable and whenever possible:

1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures;

2) Require contractors wishing to submit a bid, offer, or proposal to attend pre-bid meeting;

3) Require contractor to sign the Section 3 Plan at pre-construction conference;

4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 Workers and Targeted Section 3 Workers (per the prioritization of effort outlined in Section III) before any other person, when hiring additional employees is needed to complete proposed work to be performed with CDBG and HOME programs;

5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 Worker labor hours, and Targeted Section 3 Worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates;

6) Maintain a local Section 3 Worker/Targeted Section 3 Worker database and provide the contractor with a list of interested and qualified Section 3 Workers and Targeted Section 3 Workers and contact information;

7) Inform contractors about the HUD Section 3 Opportunity Portal at https://hudapps.hud.gov/OpportunityPortal/;

8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 Workers prior to hiring;

9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry at https://www.hud.gov/section3businessregistry;

10) Leverage City of Kissimmee‘s communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise; and

11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contact award**.**

VI. SECTION 3 OUTREACH

A. Outreach efforts for employment and training

In order to educate and inform workers and contractors, the Section 3 Coordinator will provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

1) Notify the Section 3 Coordinator;

2) Provide information about Section 3 training opportunities to potential Section 3 Workers and Targeted Section 3 Workers;

3) Conduct an annual training for Section 3 Workers and Section 3 Businesses;

Contractors and subcontractors should employ several active strategies to notify Section 3 Workers and Targeted Section 3 Workers of Section 3 job opportunities, including:

1) Clearly indicating Section 3 eligibility on all job postings with the following statement: “This job is a Section 3 eligible job opportunity. We encourage

applications from individuals that are low income and/or live in public housing and/or receive a Section 8 voucher";

2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings;

3) Working with the Section 3 Coordinator to connect Section 3 Worker and Targeted Section 3 Workers in the City's database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates;

4) Establishing a current list of Section 3 eligible applicants;

5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and

6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:

- Advertising job opportunities via social media, including LinkedIn and Facebook;

- Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices;

- Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities;

B. Outreach efforts for contracting

When contracting opportunities arise in connection with the CDBG and HOME programs, the City will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, when applicable and whenever possible:

1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts;

2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy;

3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information;

4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations;

5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses;

6) Coordinating with the City of Kissimmee's Economic Development Department and all other business assistance agencies and contractor associations, such as the Chamber of Commerce and minority contracting associations, to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns;

7) Connecting Section 3 Business Concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the City as subcontract opportunities arise in an effort to notify eligible Section 3 Business Concerns about the contracting opportunities.

VII. SECTION 3 CONTRACTING POLICY AND PROCEDURE

The City of Kissimmee will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns**.**

All contractors and businesses seeking Section 3 preference must be required, before submitting bids or proposals to the City, to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.

VIII. SECTION 3 PROVISIONS and CONTRACT LANGUAGE

City of Kissimmee will include standard Section 3 language in all of its housing and community development funded contracts to ensure compliance with regulations in 24 CFR Part 75. The City will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. The Section 3 Coordinator will audit contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

VIIII. REPORTING REQUIREMENTS

For Section 3 covered contracts, contractors must submit the Section 3 Performance and Summary Report to the City's Section 3 Coordinator on a monthly basis, and the annual reporting requirement set forth in that form's instructions.

A. Monthly reporting

1) Contractors are required to submit monthly activity reports to the assigned Section 3 Coordinator by the 30th of each month throughout the project term.

B. Annual reporting

1) Once a project is completed, contractors must submit a final Section 3 Cumulative Report for the program year.

2) Upon the completion of a project, the assigned Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.

3) The Housing and Community Development Manager will submit the Section 3 data to HUD, using the Integrated Disbursement Information System (IDIS).

X. INTERNAL SECTION 3 COMPLAINT PROCEDURE

In an effort to resolve complaints generated due to non-compliance through an internal process, the City encourages submittal of such complaints to its assigned Section 3 Coordinator as follows:

1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75;

2) Complaints must be filed within 30 calendar days after the complainant becomes aware of the alleged violation;

3) An investigation will be conducted if complaint is found to be valid. The City will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint;

4) The City will prepare written documentation detailing the findings of the investigation. The findings will be made available to the complainant no later than 21 days after the filing of complaint.

If complainants wish to have their concerns considered outside of the City a complaint may be filed with the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: http://www.dol.gov/ofccp/.

APPENDIX A: DEFINITIONS

Contractor means any entity entering into a contract with:

1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

2) A subrecipient for work in connection with a Section 3 project;

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern means:

1) A business that meets at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

2) The status of a Section 3 Business Concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees;

3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 Business Concern. Section 3 Business Concerns are not exempt from meeting the specifications of the contract;

Section 3 Coordinator is the person within the City of Kissimmee's Housing and Community Development Division tasked with overseeing all Section 3 responsibilities for the Section 3 project.

Section 3 project means a project defined in 24 CFR Part 75.3(a)(2).

Section 3 Worker means:

1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- The worker is employed by a Section 3 Business Concern.
- The worker is a Youth Build participant.

2) The status of a Section 3 Worker shall not be negatively affected by a prior arrest or conviction;
3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 Worker. Section 3 Workers are not exempt from meeting the qualifications of the position to be filled;

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 Worker:

is a Section 3 worker who:

(1) is employed by a Section 3 business concern; or
(2) currently fits or when hired fit at least one of the following categories, as documented
within the past five years:

- Living within the service area or the neighborhood of the project, as defined in 24

  CFR § 75.5; or
- (ii) A Youth Build participant.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

Youth Build programs refers to Youth Build programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Appendix B
SECTION 3 ELIGIBILITY CHECKLIST

Name of Contractor/Sub-Contractor_____

Question #1 – Is the Contractor/Subcontractor a Section 3 Business Concern?
Select One:

(1) At least 51% of the business is owned and controlled by low or very low-income persons; or
(2) At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing; or
(3) Over 75 % of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

☐YES – Complete certification and track hours

☐NO – Make best efforts to (1) Provide employment and training opportunities to Section 3 workers (those living within the metropolitan service area; participants of Youth Build programs) and/or (2) Contract with businesses that provide economic opportunities to Section 3 workers within the metropolitan service area or to participants of Youth Build programs). Complete the Section 3 Qualitative Efforts Checklist.

Question #2 – Is the worker a Section 3 Worker?
Select One:

(1) A low or very low-income resident?
(2) Employed by a Section 3 Business Concern? Or,
(3) A Youth Build participant?

☐YES - Complete certification and track hours

☐NO – Make best efforts to (1) Provide employment and training opportunities to Section 3 workers (those living within the metropolitan service area; participants of Youth Build programs) and/or (2) Contract with businesses that provide economic opportunities to Section 3 workers within the metropolitan service area or to participants of Youth Build programs). Complete the Section 3 Qualitative Efforts Checklist.

Question #3 – Is the worker a Target Section 3 Worker?
Select One:

(1) Employed by a Section 3 Business Concern?
(2) Currently meets or, when hired, met at least one of the following categories as documented within the past five years:
    a. Living within the service area or the neighborhood of the project
    b. A Youth Build participant

☐YES - Complete certification and track hours

☐NO – Make best efforts to (1) Provide employment and training opportunities to Section 3 workers (those living within the metropolitan service area; participants of Youth Build

programs) and/or (2) Contract with businesses that provide economic opportunities to Section 3 workers within the metropolitan service area or to participants of Youth Build programs). Complete the Section 3 Qualitative Efforts Checklist.

Appendix C
Section 3 Business Concern Certification

Businesses seeking a preference in contracting on applicable Section 3 projects may qualify as a Section 3 Business Concern if they meet the following criteria: At least 51 percent of the business is owned and controlled by low- or very low-income persons, or at least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing, or over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Instructions: Enter the following information and select the criteria that apply to certify your business' Section 3 Business Concern status.

Business Information

Name of Business:_____

Address of Business:_____

Name of Business Owner:_____

Phone Number:_____ Email Address:_____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact:_____

Phone Number of Preferred Contact:_____

Type of Business (select from the following options):

☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

Select from ONE of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines)

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Business Concern Affirmation

I affirm that the above statements (on the front side of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of Kissimmee may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name:_____

Signature:_____ Date: _____

*Certification expires within six months of the date of signature or upon project completion, which ever comes first.

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

□YES □NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Appendix D
Section 3 Housing and Community Development Employer Certification Form

Section 3 Housing and Community Development Employer Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736A OMB Approval Number 2501-0041 (Exp. 04/30/2025)

(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The in-formation will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business:

_____

_____

Street Address City State

Zip

Phone #: _____ Email: _____

Please provide the following information about the worker/employee:

Printed Name of Worker: _____

_____

Street Address (N*ot a PO Box*) Apt# City State Zip

Phone #**:** _____Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

____ Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis* ____ Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern) ____ Worker's residence is within the service area or neighborhood of the project	Income limit $_____

*Currently or at the time of hire if hired within the past 5 years.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

_____ _____

Signature Date

Appendix E
SECTION 3 LABOR HOURS/POSITIONS/CORE EMPLOYEES
(Must be submitted at the time of contract submittal)

I. Projected Section 3 Worker Labor Hours and Targeted Labor Hours

# of Projected Section 3 Worker Labor Hours	# of Targeted Labor Hours

II. # of total projected number of available positions: _____

Position Title	Job Description	Wage Rate

III. List of core employees (including administrative, clerical, planning, and other positions pertinent to the construction trades)

Employee Name	Position Title

Name of Business: _____

Name of Person Completing This Form: _____

Signature: _____ Date: _____

Appendix F
SECTION 3 QUALITATIVE EFFORTS CHECKLIST

Business Name _____Project Name_____

Please review the following checklist of qualitative efforts that can be undertaken to comply with Section 3 if the labor hour benchmarks for Section 3 Workers (25% of a total project's hours) AND Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout.

Check any applicable actions that were undertaken and ATTACH verifying documentation that these efforts were undertaken:

☐ Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers

☐ Direct, on-the-job training programs for Section 3 Workers (including apprenticeships)

☐ Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services

☐ Provided and/or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, and/or transportation

☐ Assisted residents to apply for and/or attend community college or a four-year higher education institution

☐ Assisted residents with obtaining financial literacy training and/or financial coaching

☐ Assisted residents with finding childcare

☐ Provided or connected residents with supportive services that can provide direct services or referrals

☐ Held a job fair

☐ Providing technical assistance to Section 3 Business Concerns to help them understand the contracting process and help to bid on projects

☐ Other (please describe):_____

Signature: _____
Print Name: _____
Date: _____

ITEM 7.F
Purchase of Crash Attenuator Truck

Request

Request approval to purchase a Crash Attenuator Truck from Rush Truck Center for $151,239.00.

Explanation

Stormwater Operations has budgeted to replace its 1998 truck with a truck-mounted attenuator designed to cushion impact from a vehicle. This truck is used to protect work zones or slow-moving vehicles. It is also used to haul barricades & cones used in traffic control.

The Fleet Maintenance Division has reviewed the purchase to ensure compatibility and compliance with City standards. Procurement has also reviewed specifications to allow for competitive/comparative pricing.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945506-506495	SW2611		$155,000.00	$151,239.00

Financial Summary:

Sufficient funds are available in the Stormwater Utility Fund in project SW2611.

Recommendation

Approval to purchase a Crash Attenuator Truck from Rush Truck Center for $151,239.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. 1. Rush Truck Center quote and specifications – Sourcewell contract number: 032824-RTG

Sourcewell Contract Number: 032824-RTG

Remit P.O.s To: munisales@rushenterprises.com

			Date Prepared:	5/4/2026
Vendor:	*Rush Truck Center*			
Contact for Vendor:	*Colton Kruse*	**Vendor Phone:**	*(830) 302-5219*	
Participating Agency #:	*44339*	**Participating Agency:**	*City of Kissimmee, FL*	
Agency Contact:	*Matt Schmidt*	**Agency Phone:**	*(407) 518-2385*	
Product Dscription:	*Hino L6 TMA*			

OEM Chassis MSRP:		$ 103,916.00
Sourcewell Discount:	10.00%	$ (10,391.60)
Unit Price before Upfit		$ 93,524.40
Expected Floorplan Expense:		$ -
Upfit:		$ 65,020.00
Batterson Equipment Truck Mounted Attenuator with Options		
Freight to End User:		$ 1,392.00
Extended Warranty:		$ -
Additonal Incentives/Upfit Discount:	13.88%	$ (9,022.40)
Government Grant/Assistance: EV Incentive		$ -
State Applicable Sales Tax:		$ -
Doc Fee		$ 325.00
State Applicable Fees:		$ -
Sales Price Per Unit:		$ 151,239.00
Quantity Ordered:		1
Total Participating Agency CAPEX:		$ 151,239.00

Quote Valid for 30 Days

Batterson Truck Equipment, L.L.C.
5430 KILLOUGH STREET
HOUSTON, TX 77086
Phone 2815986588 Fax 281-598-6599

QUOTATION

Date	Number
12/30/2025	27335

Name / Address

RUSH TRUCK CENTER
10200A NORTH LOOP EAST
HOUSTON. TEXAS 77029

P.O. No.	Terms	Rep	
	Net 10 Days	DB	www.battersontruck.com

Description	Qty	Cost	Total
WE ARE PLEASED TO PROVIDE TOM HUBERTY THE FOLLOWING TO INSTALL ON A HINO L-6 CHASSIS WITH 174" +/- CA MEDIUM DUTY CHASSIS: - CLASS 3 TMA TRUCK TO CONSIST OF THE FOLLOWING - ADJUST WHEELBASE TO 174" CA - 18' X 96" FLATBED WITH 3/16" DIAMOND DECK FLOOR, OUTSIDE POCKETS AND RUB RAILS, ALL LIGHTS "LED", REFLECTORS AND MUD FLAPS - (2) EACH "DAR" CAGES INSTALLED, ONE PER SIDE, TO ACCOMMODATE DEPLOYMENT AND RECOVERY OF TRAFFIC CONTROL DEVICES, SAFETY BAR AND SWING OPEN, LOCKABLE STAKE SIDE, INDUSTRY EXCLUSIVE POCKET DOOR STORAGE - IN-FRAME BALLAST SYSTEM TO BRING THE VEHICLE IN COMPLIANCE WITH TXDOT SPECIFICATIONS AND MANUFACTURERS RECOMMENDATIONS, THIS STYLE LEAVES THE BED CLEAR TO LOAD TCD"S OR EQUIPMENT - FULL WIDTH HEADBOARD 1/2 AND 1/2 - STEEL STAKE PANELS ON SIDES AND ACROSS REAR, 3" CHANNEL UPRIGHTS WITH 3 SLATS, LIFT OUT, PAINTED SAFETY YELLOW - TRAFFIX BRAND SCORPION TL3-TMA, MASH COMPLIANT, COMPLETE TMA W/ (2) 90 DEGREE FOLDS, 12V ELECTRICAL MOTOR & CYL. , CENTER MNT SUPPORT POST , SPLICE PLATES AND MOUNTING BOLTS, RED/WHITE SHEETING W/ L.E.D LIGHTS, CONTROLS MOUNTED IN CAB - REAR ARROWBOARD RAISER THAT WORKS IN CONJUNCTION WITH TMA ACTIVATION - 4' X 8', 15 LIGHT "LED" ARROWBOARD, CONTROL BOX MOUNTED IN CAB, SOLAR PANEL AND AUXILIARY BATTERY TO RUN ARROW BOARD	1	65,020.00	65,020.00T

Your Business is Appreciated.
Quotation Valid for 30 Days

Total

Signature

Batterson Truck Equipment, L.L.C.
5430 KILLOUGH STREET
HOUSTON, TX 77086
Phone 2815986588 Fax 281-598-6599

QUOTATION

Date	Number
12/30/2025	27335

Name / Address

RUSH TRUCK CENTER
10200A NORTH LOOP EAST
HOUSTON, TEXAS 77029

P.O. No.	Terms	Rep	
	Net 10 Days	DB	www.battersontruck.com

Description	Qty	Cost	Total
- (2) EACH "LED" AMBER MINI STROBES MOUNTED ON EACH SIDE OF HEADBOARD AND (2) EACH "LED" AMBER DIRECTIONAL STROBES MOUNTED ON REAR CORNERS OF TRUCK BED, SWITCH MOUNTED IN CAB - NIGHT LIGHT PACKAGE WITH (2) EACH 'LED" WORK LIGHTS ON HEADBOARD FOR CARGO AREA AND (2) EACH "LED" WORK LIGHTS UNDER BED PER SIDE TO ILLUMINATE WORK AREA - STANDARD COLOR BACK UP CAMERA SYSTEM. COLOR MONITOR MOUNTED ON DASH, WITH (3) EACH CAMERAS, (1) FACING BED WORK AREA, (1) ON TMA WHEN IN STORED POSITION FACING REARWARD, (1) ON TMA WHEN DEPLOYED FACING REAR WARD - PAINT BED BLACK, ADD ANTI SLIP COATING TO FLOOR OF BED - WEIGHT TICKET - CERTIFICATION VIN: 5PVNJ7DT2T5T50138 KEY: ***OPTIONS*** - DVR CAMERA RECORDING SYSTEM WITH TWO REAR CAMERAS, 1 UP AND 1 DOWN, AND FRONT VIEW OUT WINDSHIELD CAMERA WITH MONITOR AND BATTERY PACK BACKUP: $ 2595.00			

Your Business is Appreciated.
Quotation Valid for 30 Days

Total

Signature

Batterson Truck Equipment, L.L.C.
5430 KILLOUGH STREET
HOUSTON, TX 77086
Phone 2815986588 Fax 281-598-6599

QUOTATION

Date	Number
12/30/2025	27335

Name / Address

RUSH TRUCK CENTER
10200A NORTH LOOP EAST
HOUSTON, TEXAS 77029

P.O. No.	Terms	Rep	
	Net 10 Days	DB	www.battersontruck.com

Description	Qty	Cost	Total
Tax Exemption Form on File		0.00%	0.00

Your Business is Appreciated.
Quotation Valid for 30 Days

Total $65,020.00

***This quote is for estimation purposes and is not a guarantee of cost of services.
Quote is based on current information from client about the project requirements.
Actual cost may change once project elements are finalized or negotiated.
Client will be notified of any changes in cost prior to them being incurred. ***
Credit card transactions over $2,999.99 are subject to a 4% service fee

Signature Tom Huberty

ITEM 7.G
Florida Department of Transportation Lighting, Maintenance and Compensation Agreement

Request

Requesting approval to renew the State Highway Lighting, Maintenance, and Compensation Agreement (Contract #20260211) between the City of Kissimmee and the Florida Department of Transportation (FDOT).

Explanation

The City's current State Highway Lighting, Maintenance and Compensation Agreement (Contract #20260211) with the Florida Department of Transportation (FDOT), Contract #AM750, will expire on June 30, 2026. FDOT has proposed renewing the Agreement starting July 1, 2026, for a one-year term, with services concluding on June 30, 2027. This Agreement covers maintenance and repair of FDOT street lighting within the city limits, with compensation based on the number of units. The total annual payment for the renewal is $103,199.04.

Recommendation

Approve the renewal of the State Highway Lighting, Maintenance, and Compensation Agreement between the City of Kissimmee and the Florida Department of Transportation, and authorize the City Manager to sign the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) AM750 Renewal Package 2026 - 2027

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

4/16/2026

City of Kissimmee
101 North Church Street
Kissimmee, Florida 34741-5054

RE: Financial Project ID: 413615-9-78-01
Contract Number: AM750
FEID No.: VF-596000348-035
FY Work Order: Fiscal Year 2026/2027

City of Kissimmee:

You are hereby authorized to perform maintenance of the State Highway Lighting Systems within your jurisdiction in accordance with the terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

The total compensation for Fiscal Year 2026/2027 paid under this Work Order is **$103,199.04**. The compensation period for this work order will begin on July 1, 2026, and will expire June 30, 2027. Invoices for this period can be submitted to this office after May 19, 2027, and will be processed in accordance with the Compensation and Payment terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

Please execute and return using the contact information below. To guarantee availability of funds, these documents must be returned to this office no later than June 1, 2026.

- **Sign this work order confirming receipt and agreement of the compensation terms listed above and return.**
- **Sign Exhibit A for FY 26/27 and return.**

If you have any questions, please contact:

Noah O'Shea at 321-319-8103, noah.oshea@dot.state.fl.us
Orlando Operations
420 W. Landstreet Road Orlando, FL 32824

Attachment: Exhibit A

Attachment: Exhibit A

FLORIDA DEPARTMENT

OF TRANSPORTATION

_____
Operations Engineer

_____
Print Name

Date: ____/____/____

MAINTAINING AGENCY

Concurrence By: _____

Print Name: _____

Title: _____

Phone: _____

Date: ____/____/____

EXHIBIT A (Modified for Renewals)
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 26/27

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. *See attached verification document*
2.
3.

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $347.89 in fiscal year 25/26 shall increase to $358.33 in fiscal year 26/27.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 90%.

Type of Light	# of lights	LED or HPS	Unit rate	90%	Total
High Mast		HPS		0.00	0.00
Standard	320	HPS	$358.33	0.90	$103,199.04
Underdeck		HPS		0.00	0.00
Sign		HPS		0.00	0.00
High Mast		LED		0.00	0.00
Standard		LED		0.00	0.00
Underdeck		LED		0.00	0.00
Sign		LED		0.00	0.00

Maintaining Agency: (Signature) _____ FDOT: (Signature) _____

Date: _____ Date: _____

STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

_____ Agrees that
(Local Maintaining Agency and Contract Number)

320 Luminaires, in the locations listed on the attached page(s), have been
(Total Number of Luminaires)

Identified for payment through the State Highway Lighting, Maintenance, and Compensation Agreement.

This agreement was reached via:

- [ ] Phone
- [x] Email
- [ ] Meeting
- [ ] Letter (see attached)

FDOT REPRESENTATIVE CONTACT INFORMATION

Cody Williquette	Contract Coordinator
(Name)	(Title)
321-319-8103	5/8/26
(Phone Number)	(Date)

LOCAL AGENCY CONTACT INFORMATION

Wes Infinger	KUA Representative
(Name)	(Title)
(Phone Number)	(Date)

STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

State Road	S.R. 600/North Orange Blossom Trail
Section Number	92010-000
Limits	Vine Street to Benita Street
From MP	11.764
To MP	12.263
Quantity	15

State Road	S.R. 600/John Young Parkway
Section Number	92550-002
Limits	Emmett Street to Vine Street
From MP	0.000
To MP	0.877
Quantity	43

State Road	S.R. 530/Vine Street
Section Number	92090-000
Limits	Hoagland Boulevard to Main Street
From MP	12.868
To MP	15.386
Quantity	173

State Road	S.R. 600/John Young Parkway
Section Number	92010-000
Limits	Portage Street to Emmett Street
From MP	10.040
To MP	10.298
Quantity	6

State Road	S.R. 530/Vine Street
Section Number	92030-000
Limits	Main St. to Michigan Ave.
From MP	0.000
To MP	0.753
Quantity	52

State Road	S.R. 530/Vine Street
Section Number	92030-000
Limits	Michigan Ave. to Denn John Ln
From MP	0.753
To MP	1.493
Quantity	31

To: Geneva.Maynard@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

AM750

4/16/2026

CONTRACT INFORMATION

Contract:	AM750
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF KISSIMMEE
Vendor ID:	F596000348038
Beginning Date of This Agreement:	10/02/2002
Ending Date of This Agreement:	06/30/2030
Contract Total/Budgetary Ceiling:	ct = $1,821,064.46
Description:	41361597201;41361597201;

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/16/2026

Action:	Supplemental
Reviewed or Approved:	*REVIEWED
Organization Code:	55054030511
Expansion Option:	A1
Object Code:	242059
Amount:	$103,199.04
Financial Project:	41361597801
Work Activity (FCT):	400
CFDA:	
Fiscal Year:	2027
Budget Entity:	55150200
Category/Category Year:	088712/27
Amendment ID:	S027
Sequence:	00
User Assigned ID:	FY27
Enc Line (6s)/Status:	/04

Total Amount: $103,199.04

***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**

ITEM 7.H

Authorization to Negotiate Professional Design Services for the Columbia Avenue Complete Streets Project

Request

Request approval to begin contract negotiations with Kimley-Horn and Associates, Inc. for professional design services for the Columbia Avenue Complete Streets Project, following completion of the Request for Qualifications (RFQ) selection process, RFQ2026-004.

Explanation

In accordance with the City's qualifications-based selection procedures and the Consultants' Competitive Negotiation Act (CCNA), the Procurement Division issued RFQ2026-004 seeking qualified firms to provide professional design services for the Columbia Avenue Complete Streets Project.

Following evaluation of the submitted qualifications and completion of selection committee interviews, Kimley-Horn and Associates, Inc. was ranked as the most qualified firm to provide the requested services.

The next step in the procurement process, as required by City purchasing policy, is to enter into negotiations with the top-ranked firm to establish the scope of services, fee schedule, and contract terms. Upon successful completion of negotiations, staff will return to the City Commission for approval of the final agreement.

The professional design services agreement will provide engineering and design services for the Columbia Avenue Complete Streets Project, including the development of plans, specifications, schedules, standards, and cost estimates necessary to advance the project.

Recommendation

Approval to begin contract negotiations with Kimley-Horn and Associates, Inc. for professional design services for the Columbia Avenue Complete Streets Project following completion of RFQ2026-004.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. RFQ2026004 Columbia Ave Complete Street
2. Columbia Ave - Notice of Intent to Award
3. Columbia Ave - Post Presentation Scores
4. Columbia Ave Street - Agenda Authorization Form

* REQUEST FOR QUALIFICATIONS *

I. The CITY OF KISSIMMEE ("City") is seeking SEALED QUALIFICATIONS for the:

FPN: 456992-1-54-01
Project: Columbia Avenue Complete Street
Request for Qualifications: RFQ2026004

II. All qualification packages must be submitted in a clearly marked original envelope (SEALED) along with one (1) marked original and seven (7) marked duplicates (a total of 8 copies) and two (2) electronic copies.

III. To be considered, qualifications MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00 pm, December 30, 2025.

IV. All qualification packages shall be opened and read publicly in the City's Finance Department 4th Floor Attn: Purchasing Division Conference Room, 101 Church Street, Kissimmee, Florida at 2:30 pm, December 30, 2025.

V. All qualification packages must be according to specifications and conditions, and on the forms provided herein.

VI. The Submitter's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City reserves the right to accept and/or reject any or all qualification packages, with or without cause, to waive technicalities or to accept the qualification packages 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 RFQ, 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. Submitters desiring a copy of the Abstract of Offers should include such request with a self-addressed stamped envelope in their RFQ.

Debbie Luke
Purchasing Coordinator

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1.0 GENERAL REQUIREMENTS:

1.1 RFQ PREPARATION

Submission of qualifications in response to this solicitation shall evidence the Submitter's acknowledgement that he/she 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 RFQ schedule. Each Submitter is responsible for the completeness and accuracy of their qualifications. Submitters 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 qualification packages will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the RFQ. Submitters 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 RFQ being declared non-responsive.

1.2 SUBMISSION OF QUALIFICATIONS

All qualifications packages shall be submitted in a sealed envelope on the forms included with this solicitation with the Submitter's name and address and RFQ number plainly marked on the exterior of the envelope. Timely submission of qualifications is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official timekeeper for the U.S. Facsimile or telegraphed qualifications will not be accepted.

1.3 DELIVERY

Exact delivery time frames or dates must be shown on the RFQ, 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.

1.4 DEFAULT

Should the successful Submitter 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 firm. The Submitter in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.5 LATE REQUEST FOR QUALIFICATIONS AND WITHDRAWAL OF OFFERS

No qualifications will be accepted after the published deadline for accepting qualifications in response to this solicitation. Qualifications may be withdrawn at any time prior to the official time set for the qualifications opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official qualifications opening, for a period of 60 days.

1.6 QUALIFICATION EVALUATIONS AND AWARD

All qualifications received will be evaluated based on one or more of the following factors: Experience and Capabilities, Personnel Background Information, Work Task Qualifications, Financial Capability, Required Documents, and other applicable factors. The City reserves the right to accept and /or reject any or all qualifications in whole or in part with or without cause; to waive technicalities; and accept the qualifications which in its judgment, best services the interest of the City staff. Submitters are cautioned that no communication with any City involved in the evaluation process is authorized during the qualifications evaluation process unless such communication is originated by the City for the purpose of clarifying the qualifications. Questions regarding the status of any submittals should be directed to the Purchasing Coordinator. RFQ awards will be posted in the Purchasing Office after City Commission Approval. Submitters are responsible for following up on the status of any submittals. The City will only notify successful consultant(s).

1.7 SAMPLES

The City 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 Submitter. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the Submitters request and at the submitter's expense. The City will not be held liable for any sample provided.

1.8 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 of first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, the latest model in production, and in compliance with the enclosed specifications.

1.9 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 an 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.

1.10 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued, the City of Kissimmee will attempt to provide such addenda to all submitters who have been furnished request for request for qualification packages. However, it shall be the Submitter's responsibility to verify with the Purchasing Office before the package is submitted whether or not addenda have been issued and to obtain such addenda for inclusion in its submittal. Receipt of any addenda issued must be acknowledged on the qualifications schedule.

1.11 QUALIFICATIONS' CERTIFICATION

By signature on this submittal, Submitter certifies as to its own organization, that in

connection with this RFQ process:

A. Consultant has not given, offered nor intends to at any time give any economic opportunity, future employment, favor or gratuity in any kind to any employee of the City in connection with this package;
B. The qualifications have been submitted independently, without consultation, collusion, communication or agreement with any competitor or other submitter;
C. That the Submitter has not divulged or discussed its offer with other submitters;
D. No attempt has been made or will be made to induce any potential submitter to submit or decline to submit an offer in response to this solicitation.

1.12 "NO REQUEST FOR QUALIFICATION" RESPONSE

Consultant electing to not submit qualifications package in response to this solicitation should complete the attached "Notice to Submitters" form. Failure to return the form may result in your omission from future RFQ lists.

1.13 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Consultant.

1.14 PROTEST

Any protest must be made within three (3) days following posting of the RFQ award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor, Attn: Purchasing Department, 101 Church Street, Kissimmee, FL 34741.

1.15 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 debbie.luke@kissimmee.gov not less than seven (7) days prior to the RFQ opening date. Phone inquiries will not be responded to.

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 nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Coordinator for the City. Any interpretation provided to any submitter in response to inquiries regarding this solicitation which may affect the outcome of this qualifications package will be furnished in writing to all submitters who have received RFQ packages.

1.16 NO MINORS PERMITTED PRE-REQUEST FOR QUALIFICATION No minor children are permitted to accompany submitters during pre-qualifications conferences, qualifications opening, or site tour.

1.17 PAYMENT OF COSTS All costs incurred in the preparation and submission of a proposal, or negotiations concerning a proposal, shall be borne solely by the Submitter submitting the proposal.

1.18 NOTICES

Notice of Award, RFQs currently available, and Tabulation sheets are available Online. A link to this website is available through the City's Web Page http://www.kissimmee.gov, under the Finance Department, Purchasing. Submitters, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the qualification's response.

2.0 TECHNICAL SPECIAL PROVISIONS

The Submitter shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the first nine (9) sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the City's Public Works and Engineering Department and be included in the project's specification package.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the City's Public Works and Engineering for initial review at the time of the Phase III plans review submission to the City's Project Managers. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specifications Packages.

All comments will be returned to the consultant for correction and resolution. Final Technical Special Provisions shall be electronically signed and sealed in accordance with applicable Florida Statutes.

2.1 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted Submitter list following a conviction for a public entity crime may not submit a qualifications package on a contract to provide any goods or services to a public entity, submit a qualifications package on a contract with a public entity for the construction or repair of a public building or public work, submit a request for qualification package on leases of real property to a public entity, be awarded or perform work as a contractor, supplier, subcontractor, or Submitter under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0l7, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.2 DRUG FREE WORKPLACE CERTIFICATION The Drug-Free Workplace Certification shall be included with the qualifications package, if applicable.

2.3 CCNA Each Consultant submitting qualifications package certifies that it has full knowledge of, and understands that City must comply with, the "Consultants'

Competitive Negotiation Act" (Section 287.055, Florida Statutes) in the selection of a Consultant.

2.4 BROOKS ACT Each Consultant recognizes that the City must comply with all criteria set forth by the Federal Highway Administration “Brooks Act Requirements,” (FY 2006 Appropriations Act), in the selection process, 40 USC 1101-1104, 23 USC 112(b)(2)(A), and 23 CFR 172.5(a)(1).

2.5 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FDOT and the City encourage DBE firms to compete for professional service projects, and also encourage non-DBE Submitters to use DBE firms as sub-consultants. Contract specific goals are not placed on Federal/State contracts; however, the FDOT has an overall 10.65% goal. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Consultants are required to indicate their intention regarding DBE participation in the Professional Services Commitment Form (FDOT Form #375- 030-83) contained in Composite Attachment “A” to this Request for Qualifications and to submit that statement with the qualifications package. Submitter shall include this form as part of the contract and shall agree and affirm that all documents submitted remain valid, in full effect and without any material changes at the time of contract execution.

2.6 E-VERIFY The Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

2.7 ALLOWABLE COST The City will comply with federal principals to determine allowable costs in accordance with all applicable federal regulations.

3.0 SCOPE OF WORK

It is the intent of the Request for Qualifications for Professional Services (PS) to hire one (1) Florida Department of Transportation (FDOT) pre-qualified consulting engineering firm (hereinafter Consultant) under work type 3.2 to provide professional design services for Columbia Avenue Complete Street project from North Hoagland Boulevard to North Central Avenue, in accordance with Rule Chapter 14-75, Florida Administrative Code.

It is the intent and purpose of this solicitation to promote completion. It shall be the proposer’s responsibility to advise the Procurement Services Representative at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits completion or if the requirements stated in this document limits it to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Representative no later than ten (10) calendar days prior to the proposal closing date.

See Exhibit "A" for a detailed **Scope of Services** including Project Information, Description, Purpose, Process, Deliverables and other applicable information.

Project Description:

The City of Kissimmee, Florida is proposing to design a complete streets project along Columbia Avenue from North Hoagland Boulevard to North Central Avenue. Total project length is approximately 2.3 miles. The limits of this project may also extend up to 500' west of Columbia Avenue on Hoagland Boulevard and up to 500' east of Columbia Avenue on North Central Avenue. Within the project limits, Columbia Avenue is fronted on both sides by a mixture of commercial, institutional, recreational, and multi-family land uses and lies within the Vine Street District.

As part of the City of Kissimmee's ADA Transition Plan, there were numerous ADA deficiencies that were identified within the project limits. In addition, the existing sidewalk is narrow and frequently obstructed or narrowed by trees or utilities creating an unpleasant walking environment. The City of Kissimmee has adopted a Vision Zero goal to reduce the number of fatal and serious injury crashes within Kissimmee to zero by the year 2040. Therefore, this corridor has been identified for a complete street project that would not only correct existing deficiencies on the corridor but also construct elements that will increase safety for non-motorized and vulnerable users.

Project scope resulted from the Columbia Avenue Case Study prepared for Metroplan Orlando by Kittelson and Associates, Inc. in May of 2016.

This project will include reconstruction of the roadway, curb and gutter, sidewalks, curb ramps, driveways, streetscape elements, and will bring the entire corridor into compliance with the Americans with Disabilities Act (ADA). The project will also include construction of new features to enhance pedestrian and bicycle safety on the corridor including raised pedestrian refuge islands at strategic locations within the existing center turn lane, curb extensions at intersections and driveways, reconfiguration of the cross section to better protect bicycle traffic and improve the pedestrian space, and the installation of pedestrian oriented decorative lighting.

The project will also include an Interlocal Agreement with the Toho Water Authority (Toho) for utility adjustments and/or utility replacements as identified by Toho. In addition, to possible conflict relocations, Toho may assign portions of the existing system in the Project limits to be upgraded or rehabilitated which may include water, wastewater, reclaimed water, or gravity sewer. The selected firm will be responsible for including TOHO adjustments or upgrade plans as part of the City project plans.

This project will utilize a not-to-exceed payment, specific rates of compensation, or a combination thereof.

3.1 QUALIFICATION CONTENT

1. Personnel Background Information: Information shall be included regarding the educational background and experience of each of the professionals who will be directly responsible for the preparation of work tasks. A minimum of three (3) client references for similar projects performed by this firm, two (2) of which should be Municipal, County or State Agencies.
2. Work Task Qualifications: A narrative addressing the work tasks discussed in this request for qualifications shall be submitted. This narrative should discuss the methodology that would be used to accomplish the work tasks and previous

experience with similar tasks. Define your firm's understanding of the project, scope and approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified. Suggested changes, if any, in the Scope of Work as outlined in this RFQ. Innovative ideas that work within the parameters of the program are encouraged. A detailed statement that explains how the consultant will provide services to design and prepare a complete set of construction contract documents in consistency w/ the Scope of Services and other document requirements as reference in the said scope.

3. Type of Work 3.2: Major Highway Design. These types of work require at least two professional engineers, registered with the Florida State Board of Professional Engineers, having proficiency in civil engineering and at least two years of post registration experience in the design and preparation of plans for highways, one year of which must be in the category for which qualification is sought. This requirement can be met by the Prime and/or subconsultants.

4. Financial Capability: Consultants shall submit a financial status report covering their activities in sufficient detail to demonstrate that they are financially sound and secure. Recent annual and quarterly reports, if available, should be included with the submittal. A list of partners, i.e. title companies, mortgage lenders, contractors, etc.

5. Other Information: Other information needed to indicate consultant qualifications for performing the work. Names and telephone numbers of persons whom can be contacted regarding the consultants' performance on previous projects should be submitted. The request for qualifications package shall state the name of the firm, the name of the contact person, and the address, and telephone number of the contact person. An individual authorized to represent the consultant shall sign the qualifications package.

6. City, State and Federal Forms to be submitted at the time of submittal of qualifications shall be included as part of the contract and are enclosed herein as Composite Attachment "A":
   a. Professional Services Commitment (FDOT Form 375-030-83)
   b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
   c. Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375-030-33)
   d. Disclosure of Lobbying Activities Form (FDOT Form #375-030-34)
   e. Drug Free Workplace Certification
   f. Public Entity Crimes Disclosure
   g. Statement of No Proposal
   h. Truth in Negotiation Certificate

IT SHOULD BE NOTED:

The intent of the page limitations is to avoid large and unnecessary submittals that may be redundant, so please, limit the amount of information provided using discretion based on the content of the RFQ. Double sided pages are acceptable actable as one page. Clarification and/or a specific request can be made via a formal Addendum question through the City's Purchasing Department.

3.2 GENERAL GUIDANCE REGARDING WORK

1. Work Methodologies & Submittals: Work methodologies shall be established with the approval of the City and suitably documented efforts should be made to obtain incremental approvals of work from the City. The consultants shall commit to submitting all work products, draft and final, in both written form and electronically compatible with the City's computer hardware and software systems.

2. Meetings: All meetings shall be in accordance with a program designed by City staff and found to be mutually agreeable to both City staff and the consultant.

3. Staff Assistance: City staff can perform only limited work on this project. City staff will provide copies of reports, maps, files, and other information but will not perform original data collection, information transcription, calculations, mapping, or other data processing. City staff will answer questions during interviews, schedule and attend meetings, and review and comment on submittals.

4.0 EVALUATION AND SELECTION OF QUALIFICATIONS

4.1 SELECTION COMMITTEE

1. Qualifications will be evaluated, scored and short-listed by a Selection Committee ("SC") based on weighted criteria established herein.

2. The SC shall be comprised of qualified City staff members and/or professional City advisors recommended by the Purchasing Department in coordination with the requesting department. The composition of the committee shall promote diversity through the selection of qualified members representing various City offices, departments, and/or professional advisors. The Purchasing Department representative shall be the non-voting chair of the committee.

3. The Purchasing Department Representative shall perform the initial review of all qualifications submitted for initial qualifications certification. This entails checking with the appropriate professional regulatory agency to ensure proper professional licensing, and checking that the firm is at least minimally qualified based upon its capabilities, adequacy of personnel, past record of performance, and experience. A checklist of the essential items required by the solicitation shall be prepared by the Purchasing Department representative and presented to the SC prior to its first meeting.

4. The City will require proposers provide a presentation to the SC with subsequent oral interviews with the SC regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. Interviews will consist of a maximum 20 minute presentation with 10 minutes of question and answer to follow. A maximum of five (5) presenters is requested unless additional team members are needed and are approved by the SC. The Purchasing Department will notify all proposers of the City's decision to request presentations/interviews, as applicable. A formal letter will be sent to the shortlisted firms requesting presentations or interviews. Consultants will be notified in writing as to whether or not they have been shortlisted within two (2) weeks after the submittal date. Decisions of the SC regarding interviews will be final. Based upon the final presentation scoring, the SC will recommend a Consultant to the City Commission.

5. Anticipated procurement scheduling of the RFQ process is as follows:

a. First Advertisement	November 23, 2025
b. Release to General Public	November 23, 2025
c. Non-Mandatory Pre-Qualification Meeting	December 10, 2025
d. Cut-off for questions to be answered via Addendum	December 12, 2025 5PM
e. Qualifications Opening	December 30, 2025
f. Evaluation & Selection Committee Meeting(s)	January 20, 2026
g. Short Listed Presentations	January 30, 2026
h. Board's Authorization of Contract Negotiation	February 17, 2026
i. Notice To Proceed	February 20, 2026

Non - Mandatory Pre-Qualifications meeting will be held at 10:00 AM, on Wednesday, December 10, 2025 in the Development Services Conference Room, on the 1st Floor, City Hall, Kissimmee.
Attendance is not mandatory.

4.2 SCORING CRITERIA

1. Work Task Qualification and Project Approach (40 Points): A narrative addressing the work tasks discussed in this request for qualifications shall be submitted. This narrative should discuss the methodology that would be used to accomplish the work tasks and previous experience with similar tasks. A clear project understanding must be conveyed which may include innovative concepts or alternatives. Ability to meet or exceed time requirements and quality control procedures may be considered.

2. Experience and Capability (40 Points): Information shall be included regarding consultants' background, team experience, competence and qualifications meeting local, state and federal requirements. The quality, quantity and relevance of the Consultant's previous experience will be considered.

3. Personnel Background Information (20 Points): Information shall be included regarding the educational background, experience and specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks. Also, the workload of each professional who will be directly involved with the work tasks shall be delineated. Information regarding the accessibility of consultant personnel shall be included. The capabilities and adequacy of personnel shall be evaluated.

*In the case of a tie an alternate reviewer shall be assigned.

Interviews/Presentations - Shortlisted Firms:

During the interview and presentation process, emphasis shall be weighted upon criterion 4.2 (1-3) above as follows:

- Work Task Qualification and Project Approach (50 Points): Detailed methodologies, proposed applications and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.
- Experience and Capability (30 Points): The project team experience and approach as a unified collection.
- Personnel Background Information (20 Points): Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.

4.3 NEGOTIATION The Consultant with the highest qualifications chosen as a result of the Competitive Selection process shall negotiate a contract with the City including terms and compensation that is fair, competitive, and reasonable in accordance with 40 USC 1103, Section 287.055, Florida Statutes and Chapter 18 of the LAP, Florida Department of Transportation. The City may formally terminate negotiations and then undertake negotiations with the next most qualified of the selected Consultants, continuing the process until an agreement is reached. For Contracts over $195,000, a Truth in Negotiation Certification (FDOT Form #375-030-30) will be required.

4.4 **AWARD/RESERVATION** A contract will only be awarded to a Consultant based on qualifications, considered acceptable to the City Commission and as a result of successful negotiations. The City reserves the right to accept any qualifications package which in its opinion best serves the interest of the City, to reject any or all packages or any parts thereof, and/or to waive technicalities or informalities.

4.5 **AGREEMENT** The contract between the City and the Consultant, referred to in Attachment "B" will contain, at a minimum the following primary points:

1. Scope of Services – Work activities, deliverables; number/type of meetings, presentations, etc. to be attended and/or provided; and use and ownership of documents produced.

2. Work Effort - Quantity and distribution of personnel required including sub-consultants.

3. Fee Proposal - Detailed staff hour estimates, a fee proposal, and support for all costs contained in the fee proposal.

4. Cost of Services - Overall loaded rates and sub-consultant costs.

5. Method of Compensations – Multiple Methods of Compensation:

a. Lump Sum Method - A negotiated fixed fee for specific tasks. Task authorizations will be negotiated jointly between the City and Submitter, as authorized in writing in a Letter of Authorization by the City, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the period.

b. Specific Rate of Compensation – Overall loaded rates and sub-consultant costs.

c. Combination Method – Combination thereof.

6. Indemnification – The consultant shall indemnify, defend and hold harmless the City and the FDOT, its offices, agents and employees from and against any and all claims, losses or liability or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to consultant's own employees or damage to property occasioned by a negligent act, omissions or failure of the consultant.

7. Standard Insurance Requirements – The consultant shall maintain, on a primary basis and at its sole expense, at all times while performing work for the City of Kissimmee, the "Standard Insurance Requirements" described herein.

Consultants responding to a Request for Qualifications shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the City of Kissimmee, a COI will be required.

- Commercial General Liability Insurance: The consultant shall maintain Commercial General Liability Insurance at a limit of liability not less than **$1,000,000** each occurrence and **$2,000,000** annual aggregate. Due to the nature of the work involved, Consultants performing program and/or contract management services are required to maintain **$1,000,000** each occurrence and **$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability.

- Business Automobile Liability Insurance: The consultant shall maintain Business Automobile Liability Insurance at a limit of liability not less than **$1,000,000** each occurrence. Coverage shall include liability for owned. Non-owned & hired automobiles. In the event the consultant does not own automobiles, the consultant shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Worker's Compensation Insurance & Employers Liability Insurance: The consultants shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis).**

- Umbrella or Excess Liability Insurance (needed for large contracts as determined by the City of Kissimmee Office of Management & Budget): The consultant shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **$2,000,000** each occurrence and **$2,000,000** aggregate. The consultant shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the City is automatically defined as an additional protected person.

- Additional Insured: The consultant shall endorse the City as an Additional Insured on the Commercial General Liability Insurance with a G2 2010 Additional Insured – Owners, Lessees, or Consultants, or CG2026 Additional Insured – Owners, Lessees, Consultants – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the consultant shall endorse the City as an Additional Insured under the consultant's Commercial Umbrella/Excess Liability as required herein.

8. Compliance with Laws - Requirements for complying with State and Federal statutes pertaining to issues such as professional licensing rules and laws, public access to documents, employment of unauthorized aliens, and discrimination.

9. Termination Clause - CITY may, with thirty (30) days written notice to

CONSULTANT, terminate the contract for good cause shown before the termination date therein. Following termination CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with the contract which may be due and owing at the time of such termination.

If the CITY terminates the contract due to a default by CONSULTANT in performance of any provision therein, or it fails to carry out the work in accordance with the provisions of the contract documents, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

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

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

Either the CITY or the CONSULTANT may terminate the agreement for convenience with sixty (60) days prior notice. CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with the contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

10. Record Retention - Submitter shall maintain records and make them available upon request for a period of five years after the final payment is made. Records include general accounting records, project records, supporting documentation, and subcontractor records. In the event that litigation, a claim or an audit is initiated prior to the expiration of five years, the records shall be retained unit the matter is resolved.

11. Errors and Omissions - Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of ENGINEER or its consultants, or both.

5.0 PUBLIC RECORDS:

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741. The Contractor shall keep and maintain public records required by the City to perform the service.

5.1 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.

5.2 SOCIAL, POLITICAL OR IDEOLOGICAL FACTORS:

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Consultant based on the Consultant's social, political, or ideological interest. 287.05701 Prohibition against considering social, political, or ideological interests in government contracting.

(1) As used in this section, the term "awarding body" means:

(a) For state contracts, an agency or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2) Restrictions on Ideological or Political Preference in Award Decisions:

(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

5.3 MISCELLANEOUS INFORMATION:

1. Project Personnel: All Consultants submitting qualifications shall be cognizant of the fact that this is a personnel services contract. Consultant shall advise the City of its assignment of a Project Director/Coordinator who shall be expected to remain with the firm throughout the project. In the event of a proposed change in the Project Director/Coordinator within 45 day of City Commission approval of the contract, the City reserves the right to approve said personnel change or terminate the Contract.
2. Reassignment of Contract: A selected Consultant shall not assign or transfer any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract with the City without the written consent of the City (except assignments to banks, trust companies, or other financial institutions). No assignments or novation's of a Contract with the City shall be valid unless it expressly provides that the assignment of any of a selected Consultant's rights or benefits under the Contract is subject to prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying materials, tools, and/or equipment.
3. Billing and Payment: Upon review and approval of Consultant's invoice, the City

shall pay Consultant in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. 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 two (2) copies to the City's 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. The payment cycle will not start until all the above requirements are met.

4. Final Work Products: At the conclusion of all work by the selected Consultant, the work products shall become the sole property of the City.

5. Performance Evaluation:
   At the end of the contract, the City will evaluate the Consultant's performance within 30 days of final acceptance which will become public record. Completed performance evaluation forms shall be provided to the Consultant as part of the project closeout process. Final Contract language shall reflect as such.

6. Length of Service:
   The services for this Construction Contract shall begin upon written notification to proceed by the City. Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the City has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the City and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor's activities.

The anticipated schedule for design is as follows:

Project Highlight	Submittal Date (Estimated)
Contract Execution	12/15/2025
Kick off Meeting	12/20/2025
Planning Study	04/04/2026
30% Design (each phase)	06/04/2026
Public Outreach	06/29/2026
60% Design (each phase)	08/04/2026
90% Design (each phase)	11/04/2026
Public Outreach	11/29/2026
100% Design (each phase)	12/04/2026
Final Deliverable Package Due (each phase)	01/04/2027
Project Close Out	01/30/2027

Composite Attachment “A”

1. FEDERAL AID PROFESSIONAL SERVICES CONTRACTS FORM

2. DRUG FREE WORKPLACE CERTIFICATION

3. CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

4. DISCLOSURE OF LOBBYING ACTIVITIES FORM

5. CONFLICT OF INTEREST

6. TRUTH IN NEGOTIATION CERTIFICATE

7. PUBLIC ENTITY CRIMES DISCLOSURE

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILTY AND VOLUNTARY EXCLUSION

9. PROFESSIONAL SERVICES COMMITMENT FORM

10. STATEMENT OF NO PROPOSAL

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> “The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.”

Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parities within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.

P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract 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.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”. (2) 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 was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Submission of this statement is a perquisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

“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.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

{2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs. and the penalties that may be Imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copyof the statement specified in subsection {1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders 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 clays 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐YES

☐NO

NAME OF BUSINESS: _____

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ Assistance Listing Number (ALN), *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS	Print
SELECTION COMMITTEE	Print
PUBLIC OFFICERS / EMPLOYEES	Print
TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS	Print
CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER	Print
CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS	Print

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation (“Department”) related to the procurement of the above-referenced (“Project”) that I gain access to as a result of my involvement with the Project (“Procurement Information”). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project (“Proposers”). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department (“Project Personnel”). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date

DOT Technical Advisors:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

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I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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(continued on next page)

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

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Letting Date: _____

Contract Number(s): _____

Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS
Additional Page

Contract Number(s): _____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

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Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

By:_____ _____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PROFESSIONAL SERVICES COMMITMENT FORM

Submit this form as required in the Request for Proposal or alternatively, at the time of Expanded Letter of Response is due:

Contract/Advertisement No.:		**Prime Consultant:**	
Project Description:			

Expected percentage of contract fees to be utilized by Small Businesses _____ %. (Combine Small Business Prime and Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors' work is as follows:

Prime	**Type of Work** (List each type of work separately, only one type of work per line)	**% of overall contract amount**	**Small Business**	**Non Small Business**
	Choose an item.		☐	☐
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Subconsultant/Subvendor	**Type of Work** (List each type of work separately, only one type of work per line)	**% of overall contract amount**	**Small Business**	**Non Small Business**
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
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PROFESSIONAL SERVICES COMMITMENT FORM

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	Small Business	Non Small Business
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐

PROFESSIONAL SERVICES COMMITMENT FORM

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	Small Business	Non Small Business
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐

Total percent for Prime and Subs committed:
(Note to Consultants: should be 100% when submitted to FDOT) 0

Total percent for Prime and Subs remaining to be committed:
(Note to Consultants: should be 0% when submitted to FDOT) 100

The percentage column must total 100% for Prime and all subs.

Small Business status for **Non-Professional Services firms** can be found here:
https://ssrs.fdot.gov/Reports/report/PDA Reports/Public Reports/SmallBusinessCertificationReport

Small Business status for **Professional Services firms** is located here:
https://www.fdot.gov/procurement/InternetReports.shtm#qual

By: _____ Title: _____ Date: _____

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),

CITY OF KISSIMMEE
COLUMBIA AVENUE
COMPLETE STREET
PROJECT

Bid or Contract No. **RFQ2026004**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

DESCRIPTION OF CONTRACT: COLUMBIA AVENUE

COMPLETE STREET PROJECT

STATE OF FLORIDA

COUNTY OF OSCEOLA

Before me, the undersigned authority, personally appeared _____ _____, who, being by me first duly sworn, made the following statement:

1. The business address of_____(name or bidder of contractor, is _____ (relationship such as sole proprietor, partner, president, vice president).

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, director, executives, partners, shareholders, employees, members, and agents who are active in

the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder of contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

_____

Sworn and subscribed before me in the state and county first mentioned above on the _____ day of_____, 2025.

_____

Notary Public (affix seal)

_____

My Commission Expires

Statement of "NO PROPOSAL"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: City's Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, Florida. **OR BY EMAIL** to debbie.luke@kissimmee.gov

I/WE HAVE DECLINED TO PROPOSE TO **RFQ2026004**, titled **"Columbia Avenue Complete Street (FPN: 456992-1-54-01)"** for the following reason(s):

- ☐ _____Proposal too "restrictive", i.e., geared toward one firm or provider.
- ☐ _____Insufficient time to respond to Request for Proposal.
- ☐ _____We do not offer this service.
- ☐ _____Our schedule would not permit us to perform.
- ☐ _____Unable to meet requirements.
- ☐ _____Unable to meet bond requirements.
- ☐ _____Work unclear (please explain below).
- ☐ _____Other (please specify below).

REMARKS: _____

I/We understand that if this "No Proposal" form is not executed and returned, my/our name may be deleted from the list of qualified proposers for City of Kissimmee for future projects.

Typed Name and Title_____

Company Name_____

Address_____

Signature and Title_____

_____	_____/_____/_____	_____
Telephone/fax Number	Date	E Mail Address

Attachment “B”

SAMPLE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND
(Insert Company Name)
FOR COLUMBIA AVENUE
COMPLETE STREET PROJECT

THIS AGREEMENT i s made and entered into this _____ day of _____, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741 , hereinafter referred to as " CITY" and hereinafter "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to the City of Kissimmee for the performance of Engineering complete street and safety improvements for efficient operations for all modes of transportation within the Columbia Avenue corridor area as needed for effectuating the Complete Street PROJECT; and

WHEREAS, CITY has requested qualifications pursuant to RFQ#2026004 and received interest for the retention of services of a consultant; and

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

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

ARTICLE 1. CONSULTANT'S SERVICES.

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

1.2 The CONSULTANT's services shall be performed as expeditiously as possible while exhibiting the professional skill and care, and the orderly progress defined in the Scope of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the

performance of the CONSULTANT's services. The schedules may be adjusted as various projects and tasks proceed and shall include allowances for periods of time required for the CITY's review and for approval by authorities having jurisdiction.

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

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

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

ARTICLE 2. SCHEDULE.

Services shall be provided in accordance with the attached Request for Qualifications. Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a project schedule to include anticipated timelines for key project elements and target deadlines for deliverables in accordance with the Scope of Services in Exhibit "A".

The anticipated schedule for contract duration of 485 days with the Contract end date of December 1, 2025 is as follows:

Project Highlight	Submittal Date (Estimated)
Contract Execution	12/15/2025
Kick off Meeting	12/20/2025
Planning Study	04/04/2026
30% Design (each phase)	06/04/2026
Public Outreach	06/29/2026
60% Design (each phase)	08/04/2026
90% Design (each phase)	11/04/2026
Public Outreach	11/29/2026
100% Design (each phase)	12/04/2026
Final Deliverable Package Due (each phase)	01/04/2027
Project Close Out	01/30/2027

ARTICLE 3. CITY'S RESPONSIBILITIES.

3.1 The CITY shall designate an employee authorized to act on the CITY'S behalf as the CONSULTANT's contact, hereinafter referred to as "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents

submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services. All information and document submittals shall be made directly to this individual.

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

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

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

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

ARTICLE 4. OWNERSHIP AND USE DOCUMENTS.

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

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

4.3 The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 5. TERMINATION.

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

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

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

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

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

ARTICLE 6. MISCELLANEOUS PROVISIONS.

6.1 Venue. CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement and their relationship. Venue for any action arising out of this Agreement shall lie in Osceola County. The Parties agree to waive any right to trial by

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jury for any action arising out of this Agreement and to waive any right to recovery of all attorney's fees and costs, up to and including appellate costs.

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

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

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

6.5 Conflict of Interest.

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the CITY's attention in writing. The CITY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the CITY's prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the CITY, as provided herein above, of representation

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which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

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

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

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

6.10 Indemnification. CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities.

CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

"To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the CITY for the negligent acts or omissions of the CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

6.11 Time is of the essence to this Agreement.

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

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

Article 7. PAYMENTS AND BASIS OF COMPENSATION.

7.1 Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B".

A. Lump Sum Method:

1. A negotiated fixed fee for specific tasks or projects. Task authorizations shall be negotiated jointly between CITY and CONSULTANT, as authorized in writing in a Letter of Authorization issued by CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of

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work performed for the invoicing period.

2. CITY's performance and obligation to pay under this Agreement are contingent upon annual appropriations by the City Commission.

B. Specific Rate of Compensation Method:

1. The method of payment for work and services provided under this method shall be a Specific Rate of Compensation for each Consultant Employee together with the actual Direct Costs of items included in the Consultant's Price Proposal as specified by the Department, and the Direct Costs of Work and Services Performed by Others, if applicable.

2. CITY's performance and obligation to pay under this Agreement are contingent upon annual appropriations by the City Commission.

C. Combination Method:

1. The method of payment for work and services provided under this method shall be some combination thereof.

2. CITY's performance and obligation to pay under this Agreement are contingent upon annual appropriations by the City Commission.

D. Multiple Methods of Payment:

1. Upon review and approval of CONSULTANT's invoices and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works and Engineering Department, shall pay CONSULTANT in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONSULTANT shall submit an invoice for payment to CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period. CITY will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice, two (2) copies of same must be submitted to the CITY's Accounting Department, 101 Church Street Kissimmee, FL 34741, show CONSULTANT's 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. The payment cycle will not start until all of the above requirements are met.

2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY based on the percentage of the amount for those specific services.

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3. CONSULTANT's invoices shall be in a form satisfactory to CITY's Public Works and Engineering Department, who shall initiate disbursements.

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

7.3 Payments are due and payable within thirty (30) days from the date the CONSULTANT's invoice is approved for payment by C I T Y . CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from approval of the respective invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

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

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

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by CITY, expenses related to travel, including mileage, airfare, and rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with CONSULTANT engaging services for specialized studies and data collection, if required and approved by CITY in advance, to complete the Scope of Services.

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

ARTICLE 8. NOTICES.

8.1 All notices under this Agreement shall be in writing and shall be effective when

mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	**CONSULTANT**
Victor M. Mercado Vazquez, PE	
Project Manager III	
City of Kissimmee Public Works and Engineering Department	
101 Church Street	
Kissimmee, Florida 34741	

ARTICLE 9. INSURANCE REQUIREMENTS.

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, his agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement.

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

A. Commercial General Liability: $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate for bodily injury, personal injury and property damage.

B. Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

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D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY along with the Florida Department of Transportation as an Additional Insured on the Commercial General Liability policy/ies procured above. There are not to be any special limitations on the protection being provided to the CITY and/or Department of Transportation, its officials, employees or volunteers.

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

9.5 CONSULTANT shall furnish CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be submitted annually each year this Agreement is in effect.

9.6 If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

9.7 CONSULTANT agrees to hold harmless and indemnify the CITY and the FDOT from and against liability arising out of the CONSULTANT's negligent performance the Work. It is specifically understood and agreed that in no case shall CONSULTANT be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damage.

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

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

ARTICLE 10. REQUIRED PROVISIONS AND FORMS.

DRAFT

10.1 In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

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

10.2 Public Entity Crimes Statement (287.133, Florida Statutes). As required by Section 287.133, Florida Statutes, CONSULTANT warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty six (36) months. CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-consultant, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

10.3 Notifications of Performance Evaluation. At the end of the contract, the CITY will evaluate

the CONSULTANT's performance within 30 days of final acceptance, which will become public record. Completed performance evaluation forms shall be provided to the Consultant as part of the project closeout process. Final Contract language shall reflect as such.

10.4 Records Retention and Access to Records. At the conclusion of final payment to CONSULTANT, the work products shall become the sole property of the City of Kissimmee, which shall be retained for five (5) years from final payment.

10.5 Public Records. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statues) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.

10.6 Contract Forms. The following contract forms contained in Attachment "A of the RFQ", and incorporated herein by this reference are to be used in connection with this Agreement, as may be deemed legally necessary.

- Drug Free Workplace Certification
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (Requirement 4 – Form 375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form 375-030-33)
- Disclosure of Lobbying Activities (FDOT Form 375-030-34)
- Conflict of Interest Certification (FDOT Form 375-030-50)
- Terms for Federal Aid Contracts (Appendix-Form 375-040-84)
- Truth in Negotiation Form (FDOT Form 375-030-30)

SIGNATURE PAGE TO FOLLOW

DRAFT

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

CITY OF KISSIMMEE:

_____
Mayor- Commissioner
Date: _____

Attest:

_____
City Clerk

Approved as to form & legality

_____
City Attorney

CONSULTANT:

_____
Signature

_____
Printed Name

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____day of _____, 2025 by _____, as _____, who is personally known to me or has produced _____as identification.

_____
Notary Public

DRAFT

_____

(Print, Type or Stamp Name)

My Commission Expires: _____

DRAFT

Exhibit "A"
SCOPE OF SERVICES

DRAFT

Exhibit "B"
Compensation

DRAFT

Exhibit "C"
Consultant's Qualification's Proposal

DRAFT

Attachment “C”

PLANNING STUDIES:

2016 COLUMBIA AVE CASE STUDY

COMPLETE streets

MAY 2016

COLUMBIA AVE CASE STUDY | KISSIMMEE, OSCEOLA COUNTY, FLORIDA



Prepared for:

metroplan orlando
A REGIONAL TRANSPORTATION PARTNERSHIP

Prepared by:

KITTELSON & ASSOCIATES, INC.
TRANSPORTATION ENGINEERING/PLANNING

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Existing Conditions 3

User Needs and Opportunities 7

Complete Streets Design Elements 9

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- Typical Sections 13

Next Steps 15

Cost Estimate 15

STUDY BACKGROUND

MetroPlan Orlando is developing a policy that establishes regional Complete Streets goals and builds support for implementing Complete Streets projects on local and state roadways.

MetroPlan Orlando's Complete Streets Task Force assisted in the development of the draft policy, which defines Complete Streets as:

"Complete Streets are planned, designed, constructed, operated, and maintained to safely and comfortably accommodate people of all ages and ability, including pedestrians, cyclists, transit users, motorists, and freight and service operators."

The draft policy and its implementation tools seek to incorporate "Complete Streets" thinking into the region's transportation investments.

As part of the policy development process, MetroPlan Orlando conducted a series of case studies to highlight strategies for incorporating Complete Streets design principles into local projects. They identify viable opportunities for implementing the policy's goals and provide guidance to local partners.

Each case study corridor was selected to show specific teachable elements of Complete Streets design and implementation.

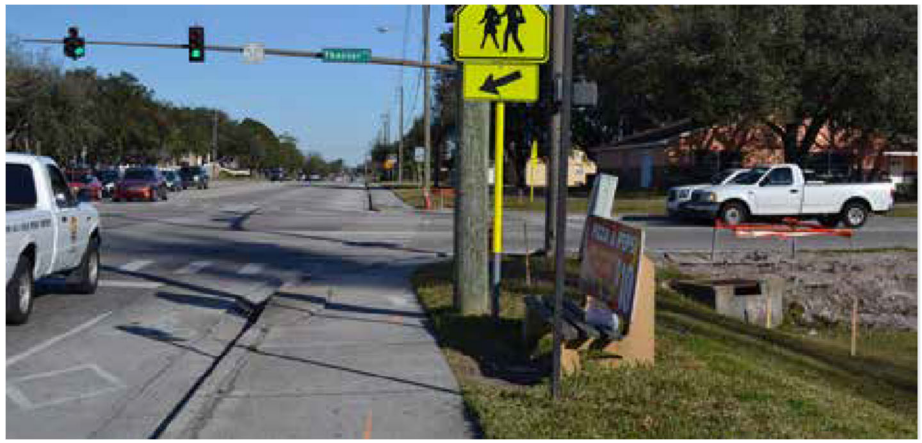
SELECTED CORRIDORS

1. Orange Center Boulevard (Orlando, FL) - Lane reduction and enhanced bicycle accommodations to support community redevelopment
2. **Columbia Avenue (Kissimmee, FL) - Enhanced bicycle and pedestrian accommodations to support future transit investment**
3. Howell Branch Road (Seminole County, FL) - Improve bicycle and pedestrian comfort and safety on large suburban arterial

The recommendations shown in this report present design concepts for Columbia Avenue. The ideas presented have not been discussed with local residents and any modifications to the roadways should include public engagement and additional analysis before proceeding to design or construction.



Looking west along Columbia Ave from Central Ave Elementary School



Looking east along Columbia Ave near the Thacker Ave intersection

CORRIDOR SELECTION

MetroPlan Orlando's planning area of Orange, Osceola, and Seminole Counties is nearly 3,000 square miles. An analysis of land use and transportation characteristics identified roads ready for a Complete Streets study.

The land use analysis identified areas where multimodal travel is in most demand. The transportation analysis identified corridors that would most benefit from Complete Streets investments by answering three questions:

1. How well will it address safety issues?
2. How well will it support existing infrastructure?
3. How compatible is the street for complete streets improvements?

No one criteria determined that an area is suitable, but overall, multiple criteria highlighted viable areas and corridors for Complete Streets projects.

Columbia Ave from N Hoagland Blvd to N Central Ave (shown below) ranked highly in the land use and transportation evaluation. The following land use and transportation characteristics were seen along the corridor:

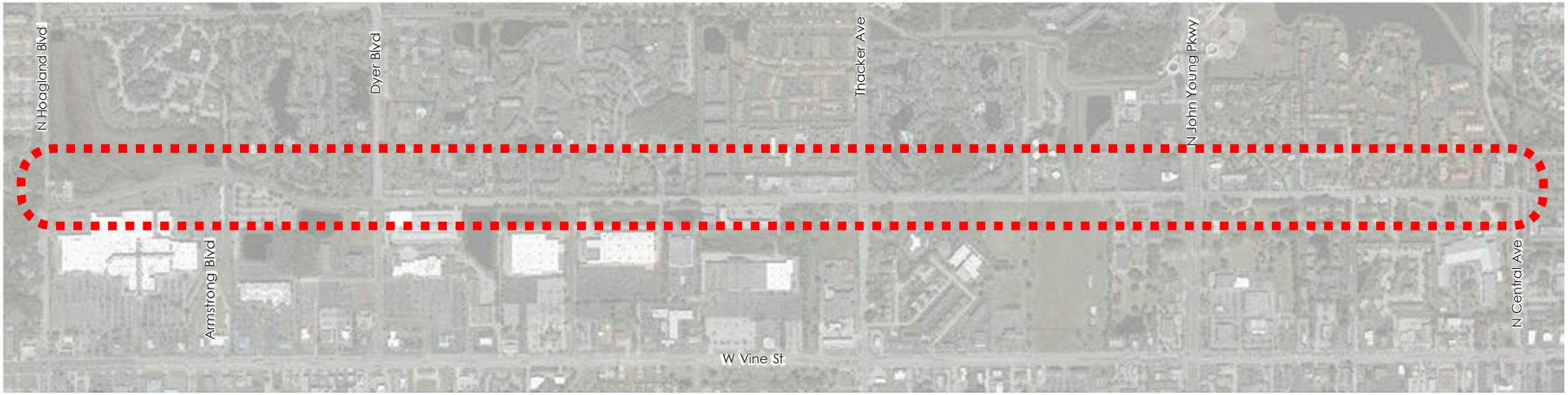
LAND USE ANALYSIS

- High Transportation Disadvantaged Index (measure of populations that have historically had significant unmet transportation needs)
- Medium population density
- Supportive future land uses/within Community Redevelopment Area
- Within 2 miles of high activity transit stop
- Within 2 miles of public park
- Within 0.5 mile of multiple educational institutions

TRANSPORTATION ANALYSIS

- High pedestrian and bicycle crash frequency
- High vehicle crash frequency
- Acommodates transit service
- Low heavy truck activity (less than 5%)
- Accommodates high frequency transit service
- Relatively low vehicular traffic volume (less than 20,000 veh/day)

With the future addition of the Kissimmee Transit Circulator, this corridor also presents a unique opportunity to illustrate how Complete Streets improvements can support transit investment.



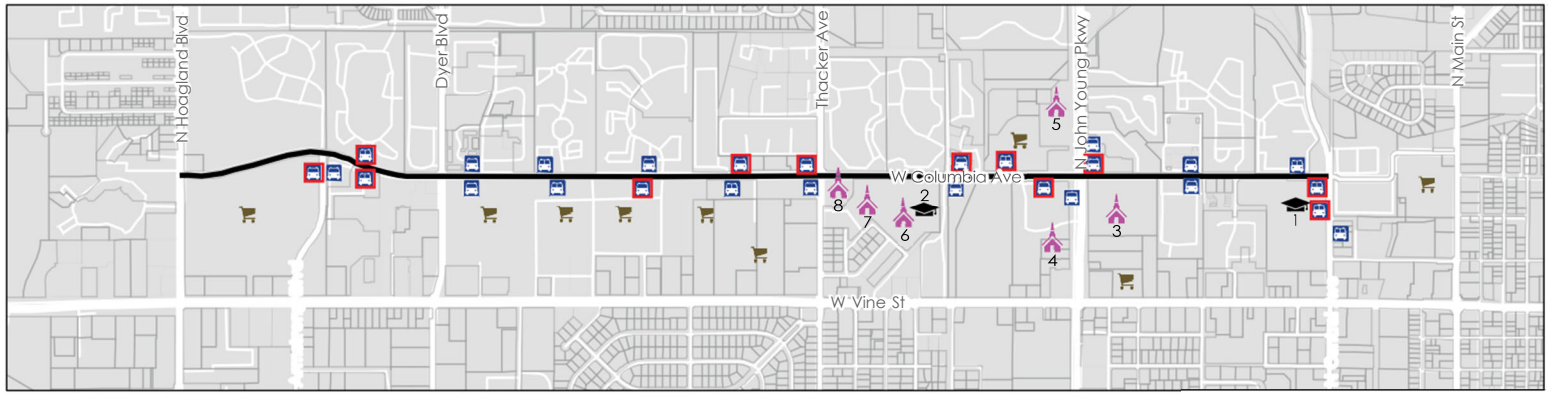
Study Corridor Extents

EXISTING CONDITIONS

An existing conditions analysis enabled understanding of specific issues and opportunities along the study corridor. The maps below identify existing pedestrian generators, transit, existing and future land use, vehicular traffic, crashes, and pedestrian and bicycle facilities.

Pedestrian Generators: The corridor consists of many pedestrian generators including several multi-family residential complexes, some single family houses, six churches, two schools, 24 bus stops, and multiple retail shopping centers.

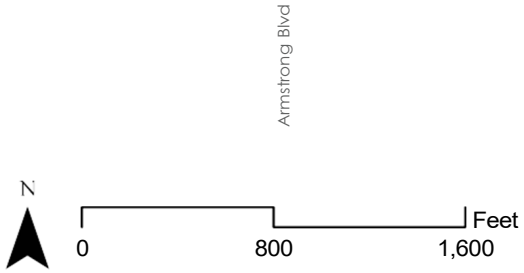
Transit: Link 56 runs along Columbia Ave and has 24 bus stops along the study corridor with moderate to high boarding and alighting activity (the most active stops experience 81-110 passengers/day). Link 57 runs along John Young Pkwy and intersects with Columbia Ave. In the future, the City of Kissimmee plans for a transit circulator to connect downtown Kissimmee with Columbia Ave and the surrounding area. Phase 1 intersects with the Study Area at Central Ave and Main St and Phase 2 consists of two options with one running along Columbia Ave from Armstrong Blvd to Thacker Ave.

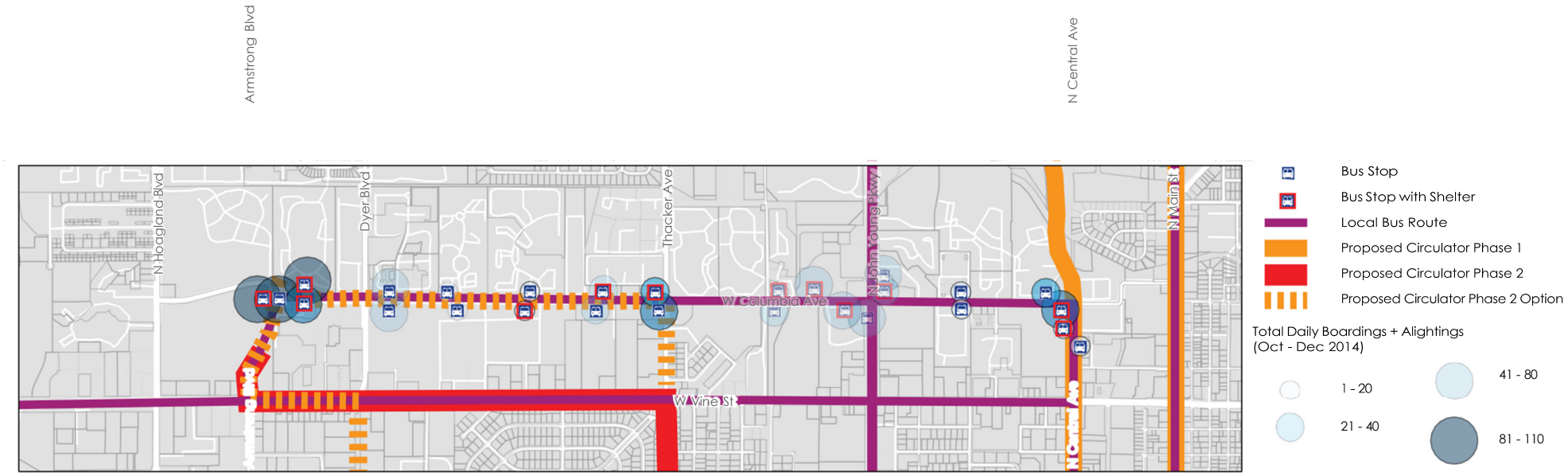


Bus Stop
Bus Stop with Shelter
School
1. Central Avenue Elementary School
2. Holy Redeemer Catholic School
Church
3. St John's Episcopal Church
4. First Baptist Church of Kissimmee
5. The Church of Jesus Christ of Latter-day Saints
6. St.Sophia Russian Orthodox Church
7. Holy Redeemer Catholic Church
8. Fuego Church
Shopping Center
Study Corridor

Source: Lynx, Google Maps, KAI

Pedestrian Generators



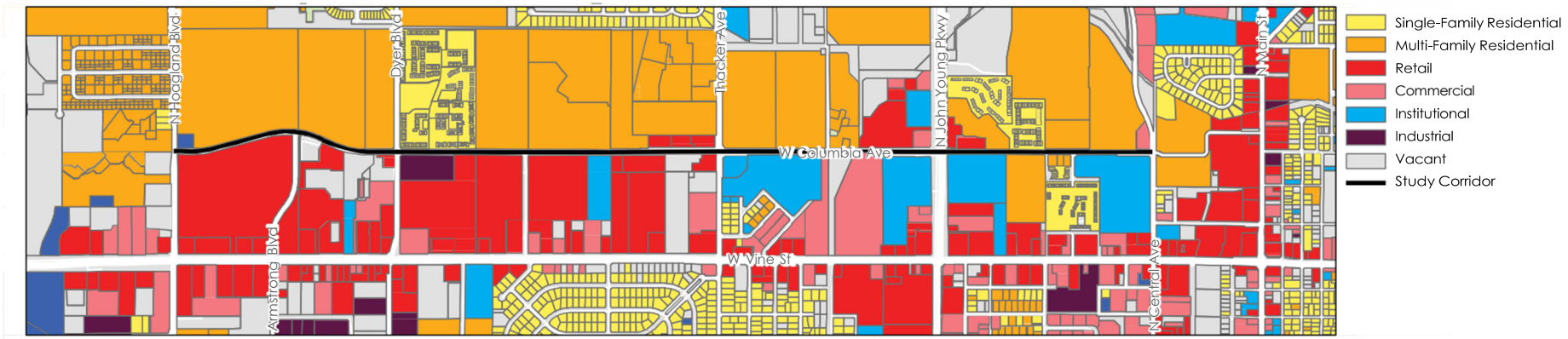


Source: Lynx

Transit

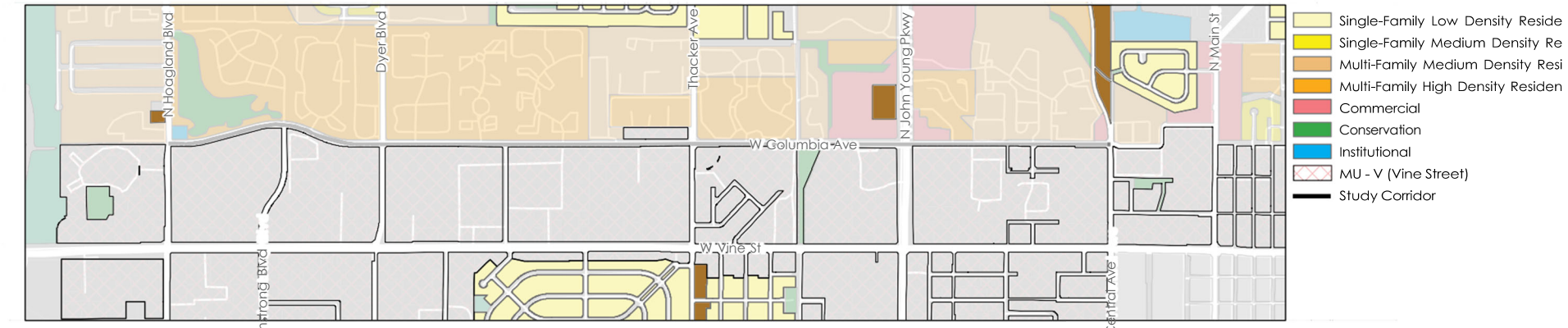
Existing Land Use: The study corridor is surrounded by predominantly multi and single family residential, retail, and institutional land uses. Multi and single family communities make up most of the parcels north of the road. Retail uses are primarily located south of the roadway with the Plaza del Sol shopping center in the west and big box shopping centers towards the middle of the corridor. Churches and schools are mostly located east of Thacker Ave.

Future Lane Use: Most of the corridor will maintain its existing land uses in the future. The south side of the roadway is within the Vine Street CRA and is designated as mixed use. The north side of the roadway will remain predominantly multi-family with pockets of commercial land use near the John Young Parkway intersection.



Source: Osceola County

Existing Land Use



Source: City of Kissimmee

Future Land Use

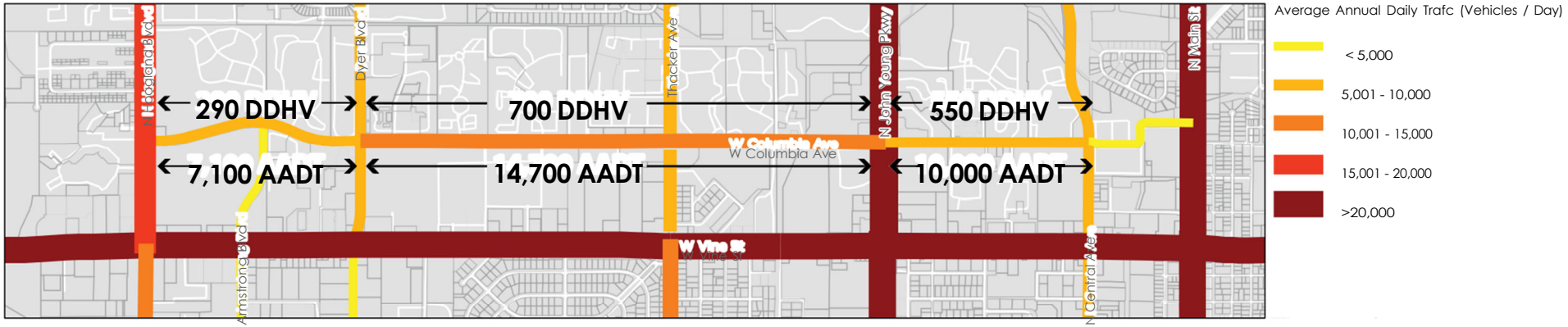


Average Annual Daily Traffic (AADT) & Directional Design Hourly Volume (DDHV): Based on 2014 FDOT and City of Kissimmee data, the highest vehicle volumes along the study corridor are between Dyer Blvd and John Young Pkwy with an AADT of 14,700 and DDHV of 700. According to the City of Kissimmee Comprehensive Plan, the corridor is located within the Multimodal Transportation District so the LOS standard is LOS E. This data suggest that the roadway is currently operating at LOS C or better (based on FDOT Generalized Service Volume Tables).

Posted Speed: The posted speed limit is 40 MPH. It consists of four school zones marked at the intersections of Dyer Blvd, Thacker Ave, John Young Pkwy, and near Central Ave Elementary School (includes 20 MPH reduced speed limit).

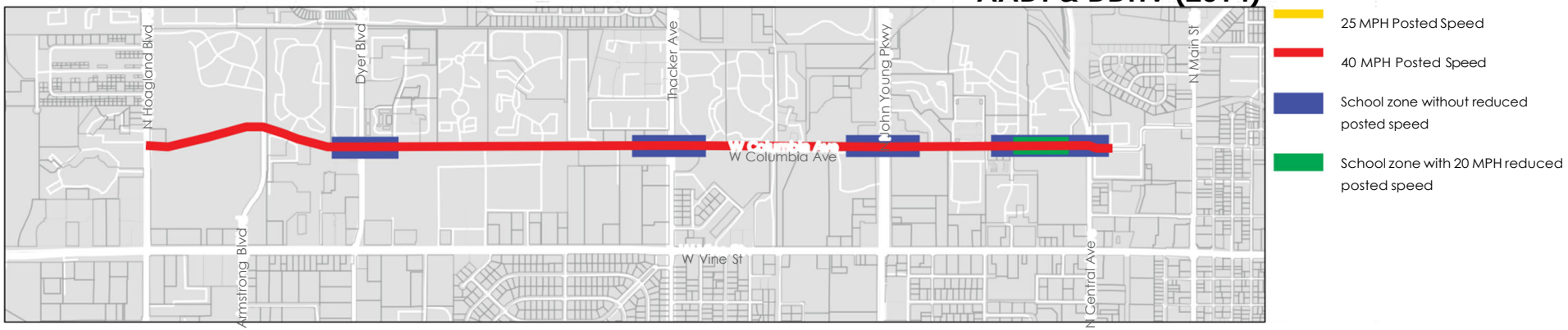
Crash History: Crash data between August 2012 and July 2015 (3 years) shows that a majority of crashes occurred at signalized intersections. Detailed bicycle crash data for 2008-2015 revealed that the majority of bicycle crashes occur on the sidewalk, crosswalk, or against traffic.

Pedestrian and Bicycle Facilities: Continuous sidewalks are present along the entire length of the corridor. Substandard 4' wide bike lanes are present between Dyer Blvd and Central Ave. According to the City of Kissimmee Trails Master Plan, two off-street bike paths - Shingle Creek Regional Trail and Kissimmee Trail Loop - are present in the vicinity of the study corridor.



Source: FDOT and the City of Kissimmee

AADT & DDHV (2014)

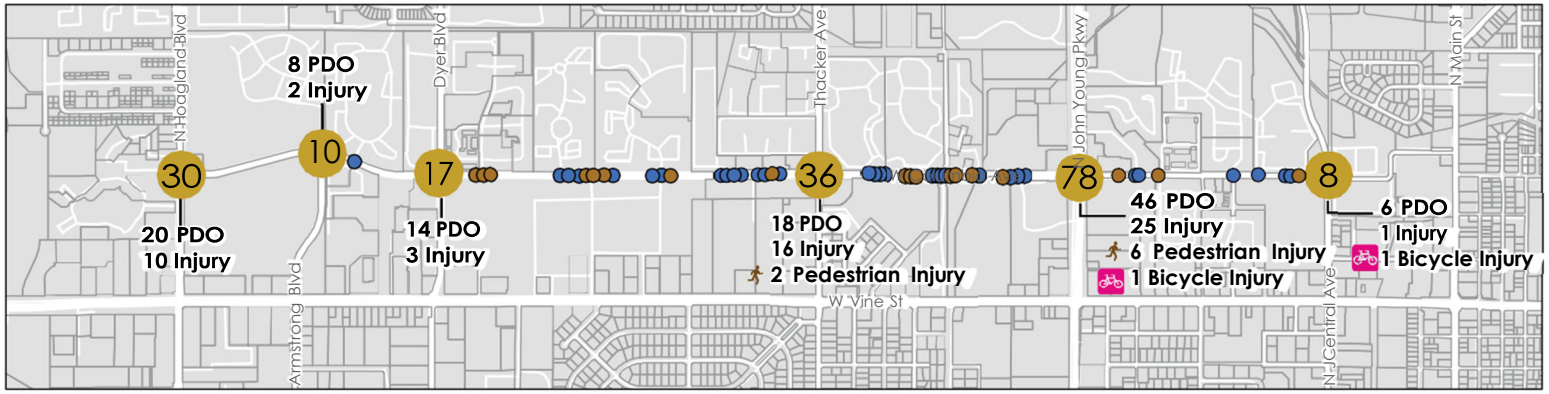


Source: Google Maps and KAI

N

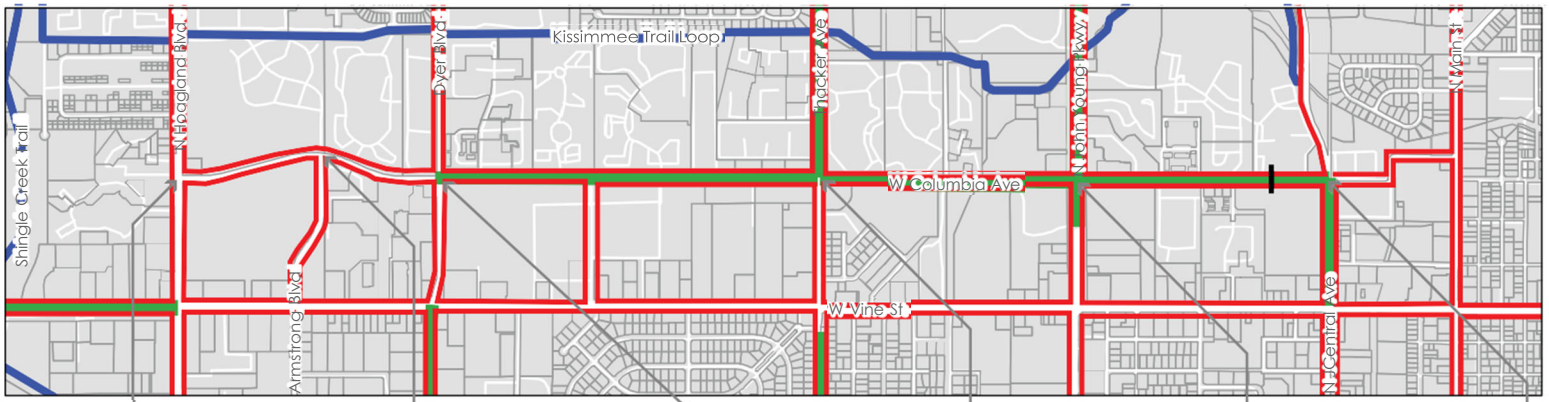
0 800 1,600 Feet

Posted Speed and School Zones

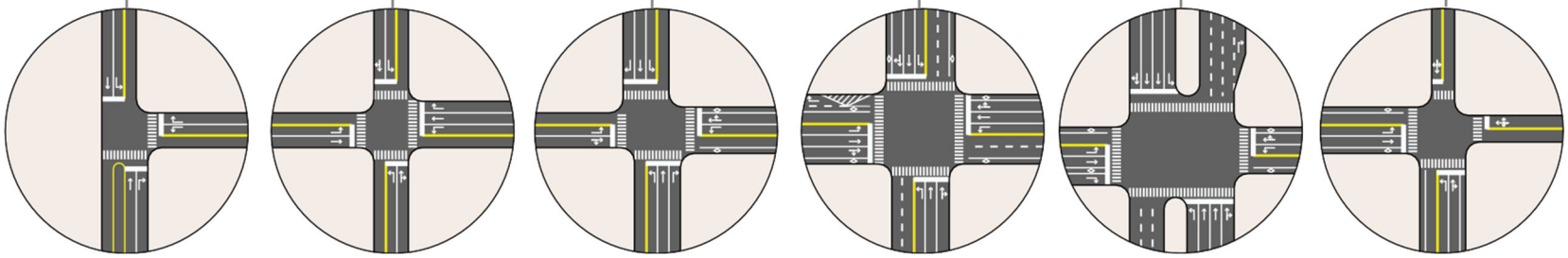


Source: Signal Four Analytics

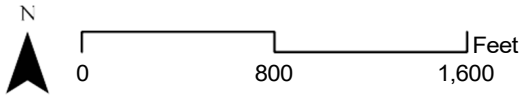
Crash History (Aug 2012 to July 2015)



Source: Google Maps



W Columbia Ave & N Hoagland Blvd | W Columbia Ave & Armstrong Blvd | W Columbia Ave & Dyer Blvd | W Columbia Ave & Thacker Ave | W Columbia Ave & N John Young Pkwy | W Columbia Ave & N Central Ave



Pedestrian and Bicycle Facilities + Signalized Intersections

USER NEEDS AND OPPORTUNITIES

A design workshop with City of Kissimmee staff on March 16, 2016 provided additional information on the redevelopment occurring along the corridor. The existing conditions analysis and design workshop were synthesized into six overall user needs and opportunities.

PEDESTRIAN

Need: The pedestrian generators and attractors include Central Ave Elementary School as well as three other elementary and middle schools within a mile of the corridor, numerous multi-family complexes, and well-used bus stops where pedestrians frequently cross mid-block. There is a need to provide a safe and comfortable environment along and across the corridor for pedestrians.
Opportunity: Complete Streets improvements should increase safe crossing opportunities in key areas and decrease vehicular speeds for enhanced safety. Intersections should be completed with appropriate ADA compliant ramps and crosswalks on all corners within the urban context. In addition, the future Kissimmee Transit Circulator will frequent this area and generate more pedestrian trips.
Next Steps: Conduct pedestrian counts at signalized intersections and mid-block high pedestrian activity areas, conduct a corridor pedestrian crash analysis, and evaluate potential for mid-block pedestrian crossings near pedestrian generators.

BICYCLE

Need: The bicycle facilities along Columbia Ave are substandard - with 4' bike lanes along most of the corridor and no bike facilities in some locations. This causes many bicyclists to use the sidewalk and, as seen in the crash data, most of the bicyclist crashes occur at driveways, sidewalks, or crosswalks.
Opportunity: Design improvements should include the accommodation of safe travel for bicyclists providing connections to surrounding land uses and the planned bike network. Recommendations include reducing vehicle speeds to provide a more comfortable biking environment.
Next Steps: Conduct a corridor bicycle crash analysis and evaluation of a feasible connection to the Shingle Creek Trail.

TRANSIT

Need: The corridor is served well by transit and will continue to be served by buses in the future.
Opportunity: Bus stops should be improved to enhance accessibility and should be located near safe pedestrian crossing opportunities. The Kissimmee Transit Circulator will provide an opportunity to significantly increase transit service in the corridor and connect it to major destinations such as downtown Kissimmee and the Osceola Regional Medical Center.
Next Steps: Corridor-level analysis of bus stop accessibility and placement based on surrounding land uses and safe pedestrian crossing opportunities.



Students crosssing Central Ave



Substandard bicycle facilities (4' bike lane)



Non ADA compliant pedestrian curb ramp



Non-accessible bus stops just west of Thacker Ave

VEHICULAR

Need: Resurfacing is necessary due to roadway cracking and deterioration. As seen by traffic volumes, excess vehicular capacity is available along the corridor. Wide cross sections and high speeds along some of the corridor make the pedestrian and cyclist environment uncomfortable.
Opportunity: In order to enhance pedestrian and bicyclist safety and comfort, it is recommended that the design and posted speed be set at 35 mph.
Next Steps: Conduct a pavement analysis, program resurfacing of Columbia Ave to include Complete Streets elements, and conduct a traffic study to further justify lane reduction.

FREIGHT

Need: Heavy truck percentages along the corridor are moderate, ranging from 2% to 5%.
Opportunity: Complete Streets improvements should consider a design that accommodates a typical delivery bus (WB-52) vehicle. City of Kissimmee should also consider encouraging larger trucks bound for the land uses on the western end of the corridor to use US 192 (Vine Street).
Next Steps: Incorporate freight mobility and livability components into analysis.

COMMUNITY REDEVELOPMENT

Need: Multiple vacant and underutilized parcels exist along Columbia Ave.
Opportunity: The proposed US 192 BRT and Kissimmee Transit Circulator bring an opportunity to redevelop several parcels within the vicinity of the stations - Armstrong Blvd and Emory Ave. Complete Streets improvements can capture, support, and encourage transit-oriented development momentum in the area.
Next Steps: Leverage development activity by seeking public-private partnership for implementation of Complete Streets elements.



Wide roadway cross section encourages high vehicle speeds



Proposed site of US 192 Emory Ave station west of John Young Parkway

COMPLETE STREETS DESIGN ELEMENTS

Each roadway is unique, and should respond to the user context. A complete street may include sidewalks, bike lanes, special bus lanes, comfortable and accessible public transportation stops, frequent and safe crossings opportunities, median islands, accessible pedestrian signals, curb extensions, narrow travel lanes, roundabouts, landscaping, lighting, and many other features. These elements address users that operate within all realms of the cross section - cartway zone, buffer zone, and sidewalk zone.

There are a number of nationally recognized design manuals and guidebooks that present the design characteristics for complete streets and how these characteristics should relate to their environment. In all, they share a common understanding that designing for the comfort and safety of the most vulnerable users better serves the safety of everyone. A commonly used, yet not exhaustive, list of innovative Complete Streets elements is provided below based on cross section realm.

CARTWAY ZONE

Design Speed: Vehicular travel speed has a measured impact on comfort and safety for pedestrians and bicyclists. With increased vehicular speeds comes increased difficulty for pedestrians to cross roadways. Faster speeds increase the force with which a vehicle strikes a pedestrian, leading to more severe injuries and less likelihood of survival. Many design guidelines for Complete Streets recommend posted speeds be set between 20 mph to 35 mph. Many design guidelines also stipulate that the design speed of the roadway should equal the posted speed. Geometric design elements, such as horizontal and vertical curves, block length, and vehicular lane widths should reinforce that posted speed.

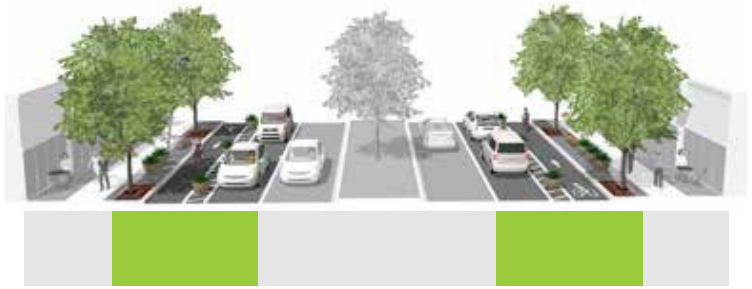
Roadway Width: Wider streets experience higher average and 85th percentile speeds than narrow streets. As street widths widen, accidents per mile increase. Wider streets act as barriers to pedestrian travel, making it difficult to cross the roadway. The number of travel lanes and the width of the travel lanes also impact the roadway width.

Raised Medians: Raised medians provide a refuge for pedestrians crossing the roadway, allowing someone to negotiate one direction of travel at a time. These commonly include landscaping to increase comfort for pedestrians.

Pedestrian Connectivity: Sufficient opportunity for safe and comfortable pedestrian access along and across a roadway can be accomplished through the use of well-marked pedestrian crosswalks at intersections and mid-block crossings that can include rectangular rapid flashing beacons. In urban neighborhood contexts, crossing opportunities could be spaced as frequent as every 300-660 feet.



Cartway Zone



Buffer Zone



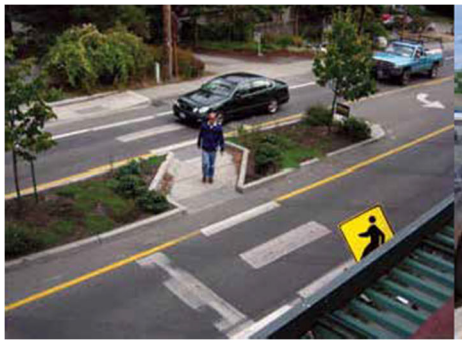
Sidewalk Zone

Miles per Hour	Probability of Fatality
20	5%
30	37-45%
40	85%

Faster vehicle speeds decrease likelihood of survival.
Credit: United Kingdon Department of Transportation, 1987. "Killing Speeds and Saving Lives." London, England.

Curb Extensions: Curb extensions decrease the overall width of the roadway and can serve as a visual cue to drivers to slow down. Curb extensions encompass several different treatments including mid-block traffic calming, horizontal deflections, transit stops, and on-street parking lane bulb-outs.

Other Traffic Calming Elements: Speed control elements manage speeds and reinforce safe, pedestrian-friendly speeds. These elements include speed humps, speed tables/raised intersections, speed cushions, and raised in-pavement crosswalk lights. The elimination of excessive right-turn deceleration lanes can encourage slower speeds along the roadway.



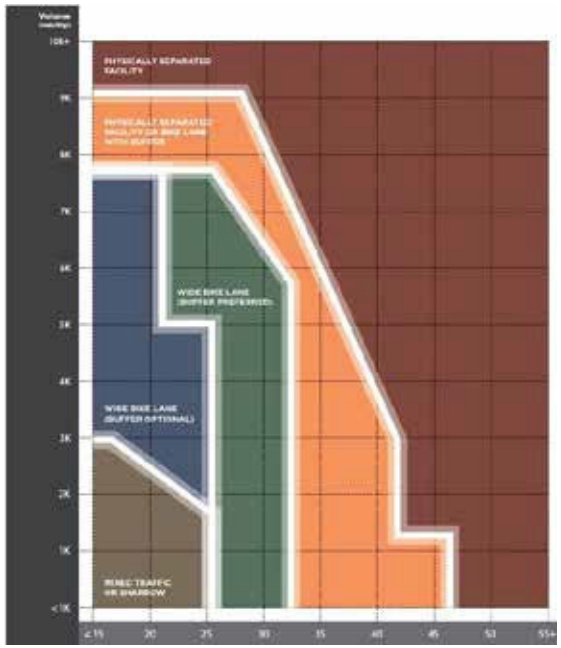
Pedestrian Refuge Island
Photo Credit: Bruce Landis,FHWA



Raised cycle track
Photo Credit: NACTO

BUFFER ZONE

Bicycle Facility: Different levels of bicycle accommodation can be used for different target groups of bicycle users. Shared lane markings ("sharrows") are recommended for use on roadways with low speeds (<30 mph) and low volumes (<3,000 veh/day). Separated bicycle facilities - including buffered bike lane, shared use path and cycle tracks, - are generally recommended for speeds above 30 mph and 8,000 veh/day (see table for more details). These facilities tend to encourage the "interested but concerned" group of cyclists (approximately 45% of cyclists according to a Portland State University study) to use the bike facility. Inclusion of vertical separation elements in the buffer enhances bicyclist comfort and further alerts drivers of the presence of the facility.



Bicycle facilities at different speeds and volumes
gomery County Bicycle Planning Guidance, 2014

Parking: On-street parking serves as a buffer for pedestrians and supports local commercial uses along the roadway.

Landscape Buffer: Horizontal separation from the roadway by use of trees and street furniture add to pedestrian comfort and sense of safety.

Street Trees: Street trees provide much needed shade and a vertical barrier from traffic, which increases pedestrian safety and comfort.

Bus Shelters: Bus shelters are commonly used at high boarding and alighting stops and enhance the transit experience by providing shade and shelter. They should be strategically placed near pedestrian crossing opportunities and designed using accessible pedestrian guidelines.





Bus shelter

In-ground crosswalk pavement lights
Photo Credit: KA LA

SIDEWALK ZONE

Pedestrian Accessibility Improvements: Pedestrian accessibility features such as ADA-compliant curb ramps, well-marked crosswalks, and audible pedestrian signals should be included in any roadway modifications.

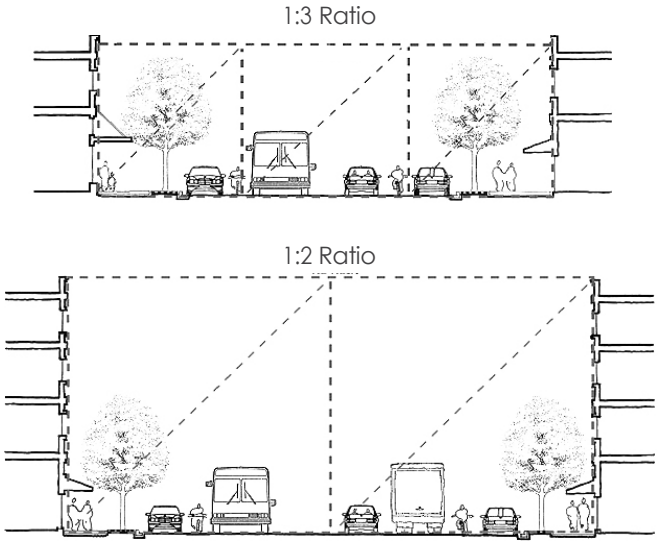
Driveway/Sidewalk Considerations: Sidewalks should remain at one level and less than 1:12 cross slope when crossing a driveway, making it easier for people with wheelchairs and other walking aids to navigate.

Wide Sidewalks: Wide sidewalks (6-7' in residential areas, 8-12' in commercial and downtown areas) allow for more pedestrian maneuverability and comfort. Appropriate sidewalk width depends on the adjacent uses and intensity of uses.

Pedestrian-Scale Lighting: Pedestrian-scale lighting is important to pedestrian safety as it illuminates pedestrians on the sidewalk and in the crosswalks.

Street Furniture: The use of street furniture - including benches, newspaper kiosks, utility poles, and bollards - can be helpful to establish a more defined pedestrian space outside of the roadway curb and can increase pedestrian comfort.

Bike Parking: Bike parking can encourage and support the biking environment in the area, providing designated space within the sidewalk zone to store bikes.

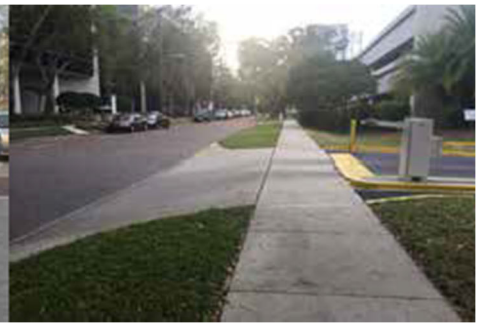


Building height to width ratio between 1:3 and 1:2 create a human scale that is comfortable for pedestrians and gives a sense of enclosure to a street .
Photo Credit: Community, Design + Architecture.

Building Placement: Building placement and a sense of street enclosure is important to reinforce safe speeds and pedestrian comfort. Design guidance suggests that a maximum 1:3 height-to-width ratio is acceptable for providing a sense of enclosure. Wherever possible, local zoning codes should include small setbacks to encourage 1:3 or lower ratio.



ADA Pedestrian Directional Ramps
Photo Credit: KAI



Level sidewalks with short driveway ramps.
Image Credit: KAI



Bike Parking and Pedestrian-scale street lighting
Photo Credit: NACTO



Pedestrian Amenities
Photo Credit: Gerding Edlen, ASLA

RECOMMENDATIONS

IMPROVEMENTS MAP

N Hoagland Blvd & Columbia Ave
- Add crosswalks on noth leg
- Add special emphasis crosswalks
- Add directional ADA compliant pedestrian ramps aligned with crosswalks

Armstrong Blvd & Columbia Ave

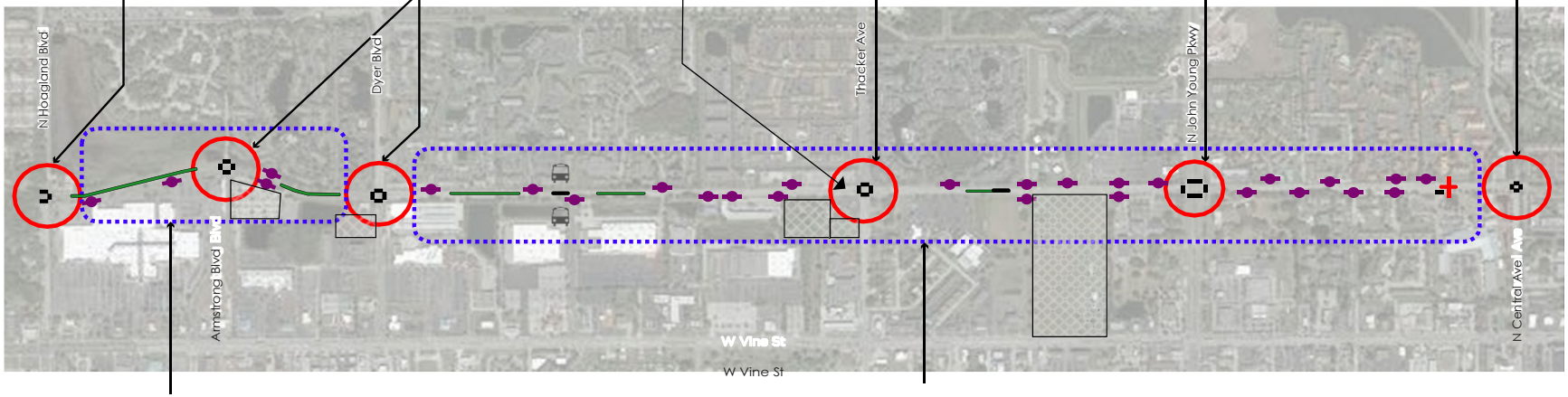
Dyer Blvd & Columbia Ave
- Add special emphasis crosswalks
- Add directional ADA compliant pedestrian ramps aligned with crosswalks



Thacker Ave & Columbia Ave
- Add special emphasis crosswalks
- Add directional ADA compliant pedestrian ramps aligned with crosswalks
- Make west-bound outside lane right only from currently shared right-through
- Build curb extension for bus pad on north side just west of intersection

N John Young Pkwy & Columbia Ave
- Add special emphasis crosswalks
- Add directional ADA compliant pedestrian ramps aligned with crosswalks

N Central Ave & Columbia Ave
- Add special emphasis crosswalks
- Add directional ADA compliant pedestrian ramps aligned with crosswalks



Typical Section AA:

N Hoagland Blvd to Dyer Blvd

- Two 11’ lanes
- 14’ Landscaped median with left-turn pockets
- Street trees and landscape
- Pedestrian scale lighting
- 12’ shared-use path on north side (Option 1)
- Raised 6’ one-way cycle track on both sides (Option 2)

Typical Section BB:

Dyer Blvd to N Central Ave

- Two 11’ lanes and 10’ two-way center left turn lane
- Landscaped spot medians
- Street trees and landscape
- Pedestrian scale lighting
- 6’ buffered bike lane on both sides

Special emphasis crosswalk
Standard crosswalk with ADA compliant pedestrian ramps
Midblock crossing with RRFB and pedestrian refuge island
Raised in-pavement crosswalk light installation
Consolidated and relocated bus stop location

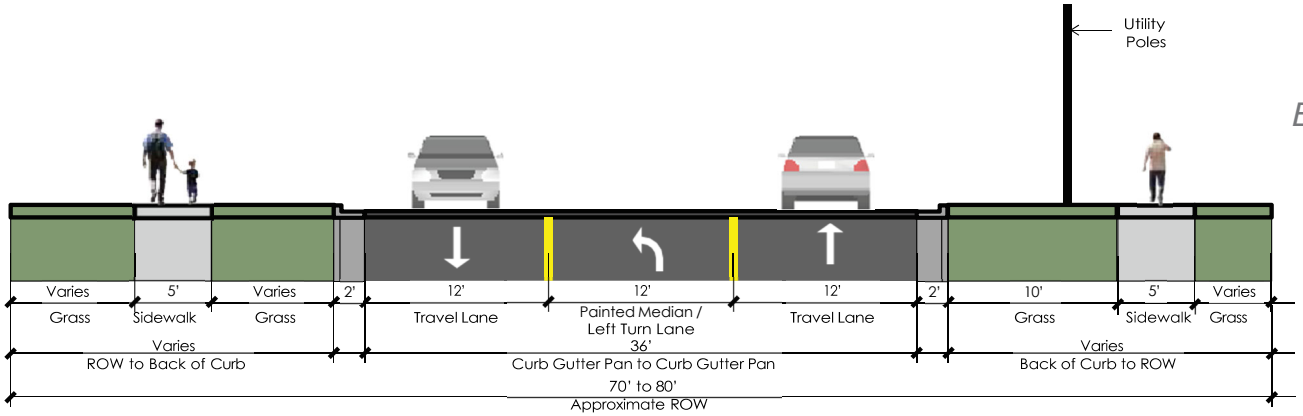
Typical section
Potential redevelopment
Potential raised median location
Intersection improvements

N

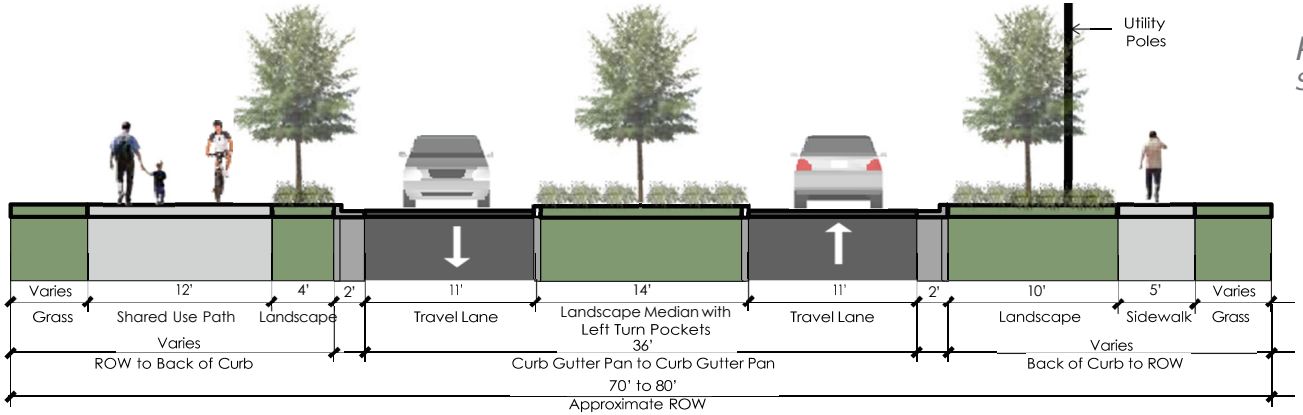
Feet

0 1,000 2,000

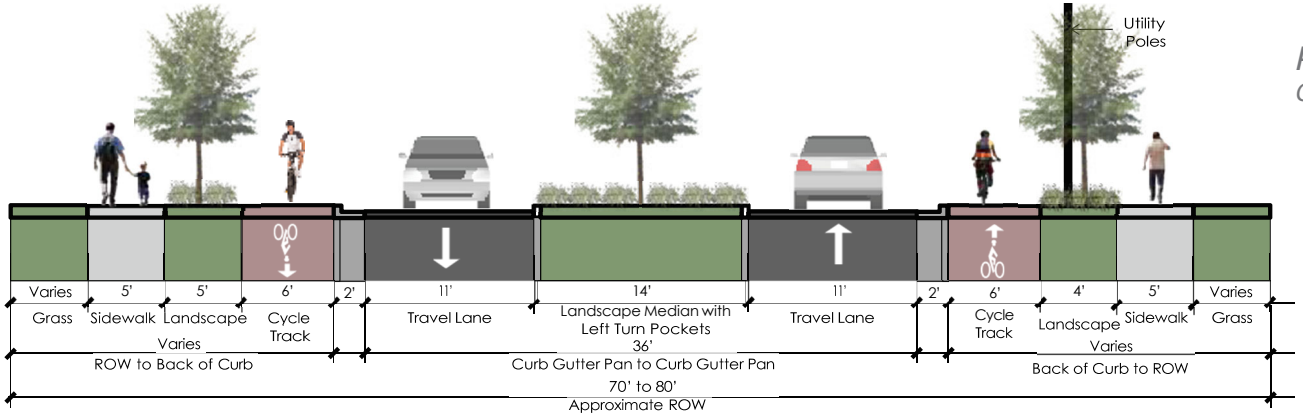
TYPICAL SECTION AA: N HOAGLAND BLVD TO DYER BLVD



Existing



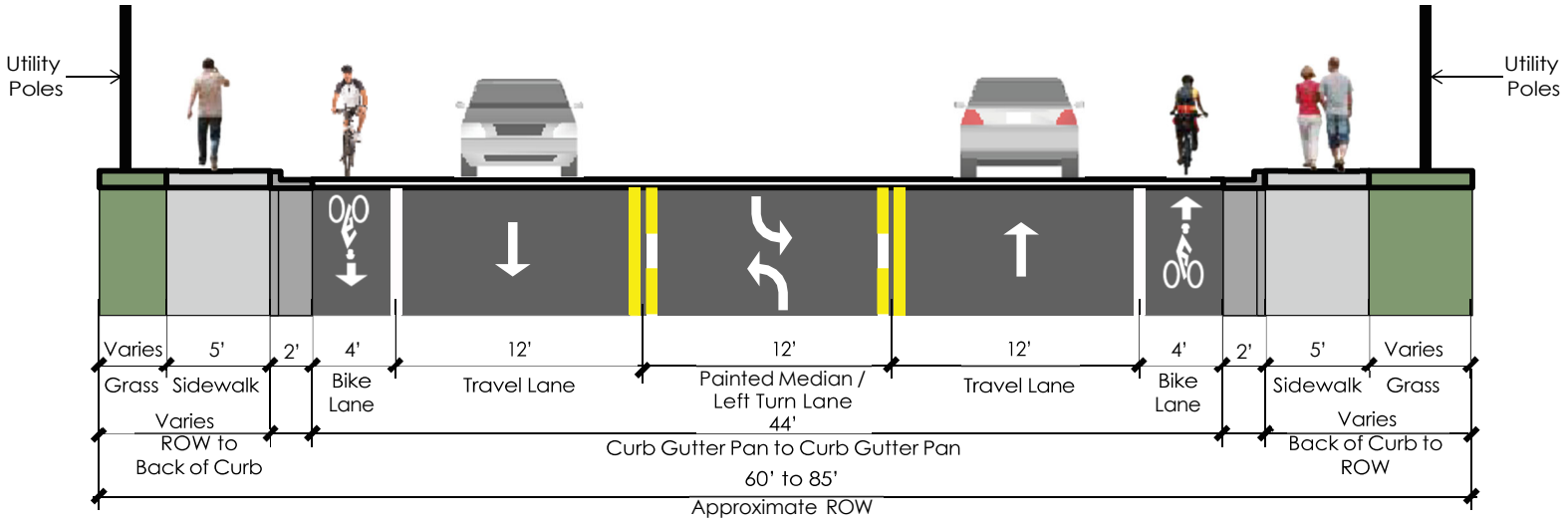
Proposed (Option 1)
Shared-use path



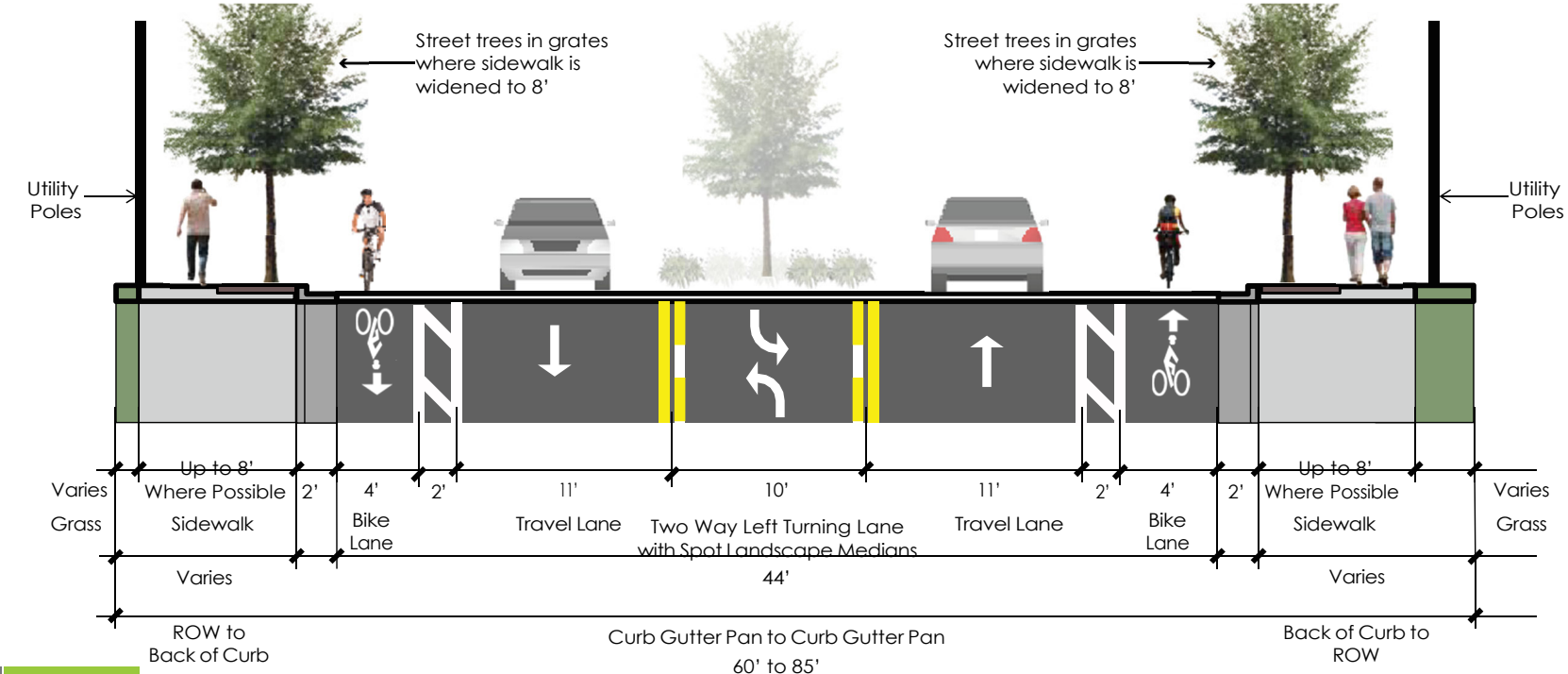
Proposed (Option 2)
One-way Raised cycle track

TYPICAL SECTION BB: DYER BLVD TO N CENTRAL AVE

Existing



Proposed



NEXT STEPS

The recommendations shown in this report present design concepts for Complete Streets and have not been discussed with local residents. It is recommended that the City of Kissimmee evaluate the improvements and their cost to investigate next steps. Most improvements will include public engagement and additional analysis before proceeding to design or construction. A multi-modal corridor planning study is recommended to further refine the area's needs and opportunities.

These recommendations are intended to be a list of easily implementable Complete Streets solutions that can be accomplished in the short-term. Where possible, improvements should be coordinated with development projects along the corridor.

It is acknowledged that occasionally, local governments do not have the resources to accomplish all Complete Streets improvements along a corridor at one time. If the City of Kissimmee were to advance this project, a two-phased approach could provide an incremental process for funding these projects:

Phase I could include a Multi-modal Corridor Planning Study and, beyond that, improvements that could be coordinated with pavement maintenance. Lane re-striping, bike lane additions, and special emphasis intersection crosswalk markings could be implemented during this phase. In addition, the shared-use path (Option 1) and cycle track (Option 2) could be included in this phase along with the installation of directional ADA-compliant ramps. These improvements can be implemented as part of the regular resurfacing program. This approach is commonly used by agencies to leverage maintenance projects.

Phase II could include all other Complete Streets improvements along the corridor consisting of enhanced pedestrian lighting, bus stop/shelter modifications, street trees and landscaping, landscaped spot medians, and sidewalk widening.

COST ESTIMATE

Quantity calculations were used to create planning level cost estimates for all potential Phase I and II improvements identified in this report. Area 8 (includes Osceola County) and Statewide 12 month average (March 1, 2015 to February 29, 2016) pay item costs were used for all estimations. These pay item lists can be found in Appendix A.

Each improvement was evaluated for the following costs: project engineering, stormwater quality, maintenance of traffic, and roadway mobilization. A contingency of 30% was applied to provide a more conservative estimate of potential costs, recognizing the planning-level magnitude of this exercise. The cost estimate values should be revised during the design phase for improvements that are chosen for implementation. It assumes there to be no drainage, utility, right-of-way (ROW), stormwater, or existing traffic signal modifications needed and bus stop/shelter modification costs were assumed to be funded by other parties.

PHASE I ESTIMATED COST (2016 DOLLARS)

Multimodal Corridor Planning Study	**$300,000**
Roadway pavement rehabilitation:	$1,153,000
Striping/buffered bike lane:	$135,000
Cycle track/shared-use path	$85,000
ADA/Intersection enhancements	$81,000
Engineering and construction support:	$155,000
Total Phase I Construction Cost:	**$1,609,000**

PHASE II ESTIMATED COST (2016 DOLLARS)

Pedestrian lighting:	$2,080,000
Street Trees/landscaping:	$419,000
Mid-block crosswalks/landscaped medians:	$261,000
Engineering and construction support:	$304,000
Total Phase II Construction Cost:	**$3,064,000**
Total Estimated Cost:	***$4,973,000***

APPENDIX A

Columbia Ave - N Hoagland Blvd to Dyer Blvd - Phase I

Kissimmee, Osceola County, Florida

MetroPlan Orlando

KITTELSON & ASSOCIATES, INC.
TRANSPORTATION ENGINEERING/PLANNING

Engineer's Opinion of Probable Cost - Concept Study

Prepared By: Brandon W. Kelley				*Date: April 12, 2016*		
	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
		SECTION 1: ROADWAY - PAVEMENT REHABILITATION				
1	0327-70-5	Milling Exist Asph Pavt, 2" Avg Depth	SY	11,158	$2.01	$22,427.58
2	337-7-22	Asph Conc FC, Inc Bit, FC-5, PG 76-22, PMA	TN	465	$129.69	$60,305.85
3	337-7-41	Asph Conc FC, Traffic B, FC-12.5, PG 76-22	TN	775	$92.32	$71,538.77
		SUBTOTAL ROADWAY - PAVEMENT REHABILITATION				$ 154,272
		SECTION 2: ADA/INTERSECTION ENHANCEMENTS				
4	0522-1	Concrete Sidewalk and Driveways, 4"	SY	264	$15.53	$4,099.92
5		Concrete Sidewalk Removal	SY	264	$14.00	$3,696.00
6	0527-2	Detectable Warnings	SF	220	$30.57	$6,725.40
		SUBTOTAL ADA/INTERSECTION ENHANCEMENTS				$ 14,521
		SECTION 3: SHARED USE PATH/CYCLE TRACK				
7	0522-1	Concrete Sidewalk and Driveways, 4"	SY	3,410	$15.53	$52,957.30
8		Concrete Sidewalk Removal	SY	805	$14.00	$11,270.00
9	0527-2	Detectable Warnings	SF	40	$30.57	$1,222.80
		SUBTOTAL SHARED USE PATH/CYCLE TRACK				$ 65,450
		SECTION 4: RE-STRIPING				
10	0711-15101	Thermoplastic, STD-OP, White, Solid 6"	GM	1.03	$4,152.03	$4,276.59
11	0711-15131	Thermoplastic, STD-OP, White, Skip 6"	GM	0.08	$1,434.84	$114.79
12	0711-11123	Thermoplastic, STD, White, Solid, 12"	LF	1,625.00	$2.26	$3,672.50
13	0711-11125	Thermoplastic, STD, White, Solid, 24"	LF	775.00	$4.21	$3,262.75
14	0711-15201	Thermoplastic, STD-OP, Yellow, Solid 6"	GM	0.92	$4,158.27	$3,825.61
15	0711-11224	Thermplastic, STD, Yellow, Solid, 18"	LF	550.00	$3.13	$1,721.50
16	0711-11160	Thermoplastic, STD, White, Message	EA	1.00	$122.97	$122.97
17	0711-11170	Thermoplastic, STD, White, Arrow	EA	12.00	$61.07	$732.84
		SUBTOTAL RE-STRIPING				$ 17,730
		SECTION 5: MINOR ITEMS				
18		Subtotal Sections 1-3	LS	10%	$ 3,225.09	$ 3,225.09
		SUBTOTAL MINOR ITEMS				$ 3,225

Columbia Ave - N Hoagland Blvd to Dyer Blvd - Phase I

Kissimmee, Osceola County, Florida

MetroPlan Orlando

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Engineer's Opinion of Probable Cost - Concept Study

Prepared By: Brandon W. Kelley				*Date: April 12, 2016*		
	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
		SECTION 6: ROADWAY MOBILIZATION				
19		Subtotal Sections 1-3	LS	3%	$ 967.53	$ 967.53
		SUBTOTAL ROADWAY MOBILIZATION				$ 968
		SECTION 7: ROADWAY MAINTENANCE OF TRAFFIC (MOT)				
20		Subtotal Sections 1-3	LS	3%	$ 967.53	$ 967.53
		SUBTOTAL ROADWAY MOT				$ 968

Columbia Ave - N Hoagland Blvd to Dyer Blvd - Phase I

Kissimmee, Osceola County, Florida

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Prepared By: Brandon W. Kelley				*Date: April 12, 2016*		
	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
		SECTION 8: STORMWATER QUALITY / POLLUTION PREVENTION				
21		Subtotal Sections 1-3	LS	5%	$ 1,612.54	$ 1,612.54
		SUBTOTAL STORMWATER QUALITY				$ 1,613
					ESTIMATED CONSTRUCTION COSTS	$ 193,296
					30% CONTINGENCY	$ 57,990
					TOTAL ESTIMATED CONSTRUCTION COSTS	$ 251,286
		ENGINEERING AND CONSTRUCTION SUPPORT				
22		Project Engineering	LS	6%	$ 251,286	$15,080.00
23		Construction Support / Construction Management	LS	5%	$ 251,286	$12,570.00
					TOTAL ESTIMATE ENGINEERING AND CONSTRUCTION SUPPORT COSTS	$ 27,650
					TOTAL PROJECT COST	$ 278,936

Columbia Ave - N Hoagland Blvd to Dyer Blvd - Phase II - Option I

Kissimmee, Osceola County, Florida

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TRANSPORTATION ENGINEERING/PLANNING

Engineer's Opinion of Probable Cost - Concept Study

Prepared By: Brandon W. Kelley				*Date: April 12, 2016*		
	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
		SECTION 1: ROADWAY - MEDIAN CONSTRUCTION				
1	0520-1-7	Concrete Curb & Gutter, Type E	LF	3,500	$13.43	$47,005.00
2	0520-70	Concrete Traffic Seperator, Sp - VAR Widt	SY	145	$59.38	$8,610.10
3		Removal of Existing Pavement	SY	2,700	$10.00	$27,000.00
		SUBTOTAL ROADWAY - MEDIAN CONSTRUCTION				$ 82,615
		SECTION 2: MID-BLOCK CROSSWALKS AND MEDIANS				
4	0711-15201	Thermoplastic, STD-OP, Yellow, Solid, 6"	GM	0.92	$4,583.76	$4,217.06
5	0711-11123	Thermoplastic, STD, White, Solid, 12"	LF	310.00	$2.26	$700.60
6	0711-11125	Thermoplastic, STD, White, Solid, 24"	LF	160.00	$4.21	$673.60
7		In-Ground Lighted Crosswalk System	EA	1.00	$30,000.00	$30,000.00
		SUBTOTAL SIGNING AND MARKING				$ 35,591
		SECTION 3: LIGHTING/UTILITIES				
8		Pedestrian Light Pole - Acorn Style - F&I All Components	EA	36	$10,000.00	$360,000.00
		SUBTOTAL LIGHTING/UTILITIES				$ 360,000
		SECTION 4: LANDSCAPING				
9		Landscaped Area	SF	52,000	$2.50	$130,000.00
10		Small Canopy Trees	EA	98	$300.00	$29,400.00
11		Irrigation	LS	10%	$28,250.00	$28,250.00
12		Prepared Soil Layer, Finish Soil, 12"	SY	1610	$5.85	$9,418.50
		SUBTOTAL LANDSCAPING				$ 197,069
					ESTIMATED CONSTRUCTION COSTS	$ 675,275
					30% CONTINGENCY	$ 202,590
					TOTAL ESTIMATED CONSTRUCTION COSTS	$ 877,865
		ENGINEERING AND CONSTRUCTION SUPPORT				
13		Project Engineering	LS	6%	$ 877,865	$52,680.00
14		Construction Support / Construction Management	LS	5%	$ 877,865	$43,900.00

Columbia Ave - N Hoagland Blvd to Dyer Blvd - Phase II - Option I

Kissimmee, Osceola County, Florida

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Engineer's Opinion of Probable Cost - Concept Study

Prepared By: Brandon W. Kelley					*Date: April 12, 2016*	
	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
		TOTAL ESTIMATE ENGINEERING AND CONSTRUCTION SUPPORT COSTS			$	96,580
		TOTAL PROJECT COST			$	974,445

Columbia Ave - N Hoagland Blvd to Dyer Blvd - Phase II - Option II

Kissimmee, Osceola County, Florida

MetroPlan Orlando

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TRANSPORTATION ENGINEERING/PLANNING

Engineer's Opinion of Probable Cost - Concept Study

Prepared By: Brandon W. Kelley | *Date: April 12, 2016*

	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
		SECTION 1: ROADWAY - MEDIAN CONSTRUCTION				
1	0520-1-7	Concrete Curb & Gutter, Type E	LF	3,500	$13.43	$47,005.00
2	0520-70	Concrete Traffic Seperator, Sp - VAR Widt	SY	145	$59.38	$8,610.10
3		Removal of Existing Pavement	SY	2,700	$10.00	$27,000.00
		SUBTOTAL ROADWAY - MEDIAN CONSTRUCTION				$ 82,615
		SECTION 2: MID-BLOCK CROSSWALKS AND MEDIANS				
4	0711-15201	Thermoplastic, STD-OP, Yellow, Solid, 6"	GM	0.92	$4,583.76	$4,217.06
5	0711-11123	Thermoplastic, STD, White, Solid, 12"	LF	310.00	$2.26	$700.60
6	0711-11125	Thermoplastic, STD, White, Solid, 24"	LF	160.00	$4.21	$673.60
7		In-Ground Lighted Crosswalk System	EA	1.00	$30,000.00	$30,000.00
		SUBTOTAL SIGNING AND MARKING				$ 35,591
		SECTION 3: LIGHTING/UTILITIES				
8		Pedestrian Light Pole - Acorn Style - F&I All Components	EA	36	$10,000.00	$360,000.00
		SUBTOTAL LIGHTING/UTILITIES				$ 360,000
		SECTION 4: LANDSCAPING				
9		Landscaped Area	SF	39,500	$2.50	$98,750.00
10		Small Canopy Trees	EA	98	$300.00	$29,400.00
11		Irrigation	LS	10%	$28,250.00	$28,250.00
12		Prepared Soil Layer, Finish Soil, 12"	SY	1610	$5.85	$9,418.50
		SUBTOTAL LANDSCAPING				$ 165,819
					ESTIMATED CONSTRUCTION COSTS	$ 644,025
					30% CONTINGENCY	$ 193,210
					TOTAL ESTIMATED CONSTRUCTION COSTS	$ 837,235
		ENGINEERING AND CONSTRUCTION SUPPORT				
13		Project Engineering	LS	6%	$ 837,235	$50,240.00
14		Construction Support / Construction Management	LS	5%	$ 837,235	$41,870.00
					TOTAL ESTIMATE ENGINEERING AND CONSTRUCTION SUPPORT COSTS	$ 92,110
					TOTAL PROJECT COST	$ 929,345

Columbia Ave - Dyer Blvd to N. Central Ave. - Phase I

Kissimmee, Osceola County, Florida

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	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
		SECTION 1: ROADWAY - PAVEMENT REHABILITATION				
1	0327-70-5	Milling Exist Asph Pavt, 2" Avg Depth	SY	48,620	$2.01	$97,726.20
2	337-7-22	Asph Conc FC, Inc Bit, FC-5, PG 76-22, PMA	TN	2,086	$129.69	$270,481.46
3	337-7-41	Asph Conc FC, Traffic B, FC-12.5, PG 76-22	TN	3,476	$92.32	$320,904.32
4	0522-2	Concrete Sidewalk and Driveways, 6"	SY	1,000	$39.24	$39,240.00
		SUBTOTAL ROADWAY - PAVEMENT REHABILITATION				$ 728,352
		SECTION 2: ADA/INTERSECTION ENHANCEMENTS				
5	0522-1	Concrete Sidewalk and Driveways, 4"	SY	864	$15.53	$13,417.92
6		Concrete Sidewalk Removal	SY	864	$14.00	$12,096.00
7	0527-2	Detectable Warnings	SF	720	$30.57	$22,010.40
		SUBTOTAL ADA/INTERSECTION ENHANCEMENTS				$ 47,524
		SECTION 4: RE-STRIPING/BUFFERED BIKE LANE				
8	0711-15101	Thermoplastic, STD-OP, White, Solid 6"	GM	0.41	$4,152.03	$1,702.33
9	0711-15102	Thermoplastic, STD-OP, White, Solid 8"	GM	5.80	$5,812.97	$33,715.23
10	0711-15131	Thermoplastic, STD-OP, White, Skip 6"	GM	0.08	$1,434.84	$114.79
11	0711-11123	Thermoplastic, STD, White, Solid, 12"	LF	8,489.00	$2.26	$19,185.14
12	0711-11124	Thermoplastic, STD, White, Solid, 18"	LF	100.00	$3.02	$302.00
13	0711-11125	Thermoplastic, STD, White, Solid, 24"	LF	1,430.00	$4.21	$6,020.30
14	0711-15201	Thermoplastic, STD-OP, Yellow, Solid 6"	GM	3.02	$4,158.27	$12,557.98
15	0711-15202	Thermoplastic, STD-OP, Yellow, Solid 8"	GM	0.12	$6,016.93	$722.03
16	0711-11224	Thermplastic, STD, Yellow, Solid, 18"	LF	225.00	$3.13	$704.25
17	0711-11160	Thermoplastic, STD, White, Message	EA	60.00	$122.97	$7,378.20
18	0711-11170	Thermoplastic, STD, White, Arrow	EA	61.00	$61.07	$3,725.27
		SUBTOTAL RE-STRIPING/BUFFERED BIKE LANE				$ 86,128
		SECTION 4: MINOR ITEMS				
19		Subtotal Sections 1-3	LS	10%	$ 13,365.18	$ 13,365.18
		SUBTOTAL MINOR ITEMS				$ 13,365
		SECTION 5: ROADWAY MOBILIZATION				

Columbia Ave - Dyer Blvd to N. Central Ave. - Phase I

Kissimmee, Osceola County, Florida
MetroPlan Orlando

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Engineer's Opinion of Probable Cost - Concept Study

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	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
20		Subtotal Sections 1-3	LS	3%	$ 4,009.55	$ 4,009.55
		SUBTOTAL ROADWAY MOBILIZATION				$ 4,010
		SECTION 6: ROADWAY MAINTENANCE OF TRAFFIC (MOT)				
21		Subtotal Sections 1-3	LS	3%	$ 4,009.55	$ 4,009.55
		SUBTOTAL ROADWAY MOT				$ 4,010

Columbia Ave - Dyer Blvd to N. Central Ave. - Phase I

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	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
		SECTION 7: STORMWATER QUALITY / POLLUTION PREVENTION				
22		Subtotal Sections 1-3	LS	5%	$ 6,682.59	$ 6,682.59
		SUBTOTAL STORMWATER QUALITY				$ 6,683
					ESTIMATED CONSTRUCTION COSTS	$ 890,071
					30% CONTINGENCY	$ 267,030
					TOTAL ESTIMATED CONSTRUCTION COSTS	$ 1,157,101
		ENGINEERING AND CONSTRUCTION SUPPORT				
23		Project Engineering	LS	6%	$ 1,157,101	$69,430.00
24		Construction Support / Construction Management	LS	5%	$ 1,157,101	$57,860.00
					TOTAL ESTIMATE ENGINEERING AND CONSTRUCTION SUPPORT COSTS	$ 127,290
					TOTAL PROJECT COST	$ 1,284,391

Columbia Ave - Dyer Blvd to N. Central Ave. - Phase II

Kissimmee, Osceola County, Florida

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Engineer's Opinion of Probable Cost - Concept Study

Prepared By: Brandon W. Kelley				*Date: April 12, 2016*		
	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
		SECTION 1: ROADWAY - MEDIAN CONSTRUCTION				
1	0520-1-7	Concrete Curb & Gutter, Type E	LF	2,745	$13.43	$36,865.35
2		Removal of Existing Pavement	SY	1,450	$10.00	$14,500.00
		SUBTOTAL ROADWAY - MEDIAN CONSTRUCTION				$ 51,365
		SECTION 2: SIDEWALK REPLACEMENT				
3	0522-1	Concrete Sidewalk and Driveways, 4"	SY	16,890.00	$15.53	$262,301.70
4		Concrete Sidewalk Removal	SY	10,555.00	$14.00	$147,770.00
5		In-Ground Lighted Crosswalk System	EA	1.00	$30,000.00	$30,000.00
		SUBTOTAL SIDEWALK REPLACEMENT				$ 440,072
		SECTION 3: SIGNING AND MARKING				
6	0711-15201	Thermoplastic, STD-OP, Yellow, Solid, 6"	GM	0.29	$4,583.76	$1,329.29
7		In-Ground Lighted Crosswalk System	EA	1.00	$30,000.00	$30,000.00
		SUBTOTAL SIGNING AND MARKING				$ 31,329
		SECTION 4: LIGHTING/UTILITIES				
8		Pedestrian Light Pole - Acorn Style - F&I All Components	EA	124	$10,000.00	$1,240,000.00
		SUBTOTAL LIGHTING/UTILITIES				$ 1,240,000
		SECTION 5: LANDSCAPING				
9		Landscaped Area	SF	7,000	$2.50	$17,500.00
10		Small Canopy Trees	EA	250	$300.00	$75,000.00
11		Irrigation	LS	10%	$28,250.00	$28,250.00
12		Prepared Soil Layer, Finish Soil, 12"	SY	660	$5.85	$3,861.00
		SUBTOTAL LANDSCAPING				$ 124,611
					ESTIMATED CONSTRUCTION COSTS	$ 1,447,306
					30% CONTINGENCY	$ 434,200
					TOTAL ESTIMATED CONSTRUCTION COSTS	$ 1,881,506

Columbia Ave - Dyer Blvd to N. Central Ave. - Phase II

Kissimmee, Osceola County, Florida

MetroPlan Orlando

KITTELSON & ASSOCIATES, INC.
TRANSPORTATION ENGINEERING/PLANNING

Engineer's Opinion of Probable Cost - Concept Study

Prepared By: Brandon W. Kelley				*Date: April 12, 2016*		
	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
		CAPITAL SUPPORT COSTS				
13		Project Engineering	LS	6%	$ 1,881,506	$112,900.00
14		Construction Support / Construction Management	LS	5%	$ 1,881,506	$94,080.00
				TOTAL ESTIMATE CAPITAL SUPPORT COSTS	$	206,980
				TOTAL PROJECT COST	$	2,088,486


metroplan orlando
A REGIONAL TRANSPORTATION PARTNERSHIP

Exhibit “A”

SCOPE OF SERVICES LOCATION MAP



Exhibit "A"
CITY OF KISSIMMEE SCOPE OF SERVICES & PROJECT DESCRIPTION
Columbia Avenue
Complete Street Project
FPN: 456992-1-54-01

SECTION 3 - PROJECT SCOPE

The City of Kissimmee (CITY) is seeking an engineering consultant (CONSULTANT) to perform the scope of work set forth below for the Columbia Avenue Complete Street Project. To submit a Qualification Statement in response to this solicitation, a firm must as of the due date for submittals be authorized in the State of Florida to provide engineering services pursuant to Section 471.023 of the Florida Statutes and be pre-qualified by the Florida Department of Transportation (FDOT) at the time of submittal in category 3.2 (Major Highway Design). Further, the prime firm submitting a Qualification Statement or one or more subconsultant team members identified in the prime firm's Qualification Statement must also be prequalified in the following additional FDOT categories as of the due date for submittals: 6.2 (Traffic Signal Timing), 6.3.3 (Intelligent Transportation Traffic Engineering Systems and Communication), 7.1 (Signing, Pavement Marking and Channelization), 7.2 (Lighting), 7.3 (Signalization), 8.1 (Control Surveying), 9.1 (Soil Exploration), and 9.2 (Geotechnical Classification Lab Testing).

Kissimmee Financial Project ID: TBD
Kissimmee Context Classification: ***Urban Major***
Kissimmee Functional Classification: Collector
Kissimmee Access Classification: B
Description: Columbia Avenue from North Hoagland Boulevard to North Central Avenue, Osceola County, Florida

3.1 PROJECT PURPOSE

Columbia Avenue is an existing west-east functionally classified collector street with an urban context located northwest of downtown Kissimmee. The limits of this project are from North Hoagland Boulevard to the North Central Avenue, a distance of 2.3 miles. The limits of this project may also extend up to 500' west of Columbia Avenue on Hoagland Boulevard and up to 500' east of Columbia Avenue on North Central Avenue. Within the project limits, Columbia Avenue is fronted on both sides by a mixture of commercial, institutional, recreational, and multi-family land uses and lies within the Vine Street District.

As part of the City of Kissimmee's ADA Transition Plan, there were numerous ADA deficiencies that were identified within the project limits. In addition, the existing sidewalk is narrow and frequently obstructed or narrowed by trees or utilities creating an unpleasant walking environment. The City of Kissimmee has adopted a Vision Zero goal to reduce the number of fatal and serious injury crashes within Kissimmee to zero by the year 2040. Therefore, this corridor has been identified for a complete street project that would not only correct existing deficiencies on the corridor but also construct elements that will increase safety for non-motorized and vulnerable users.

3.2 PROJECT DESCRIPTION

This project will reconstruct Columbia Avenue from North Hoagland Boulevard to North Central Avenue and will include reconstruction of the roadway, curb and gutter, sidewalks, curb ramps, driveways, streetscape elements, and will bring the entire corridor into compliance with the Americans with Disabilities Act. The project will also include construction of new features to enhance pedestrian and bicycle safety on the corridor including raised pedestrian refuge islands at strategic locations within the existing center turn lane, curb extensions at

intersections and driveways, reconfiguration of the cross section to better protect bicycle traffic and improve the pedestrian space, and the installation of pedestrian oriented decorative lighting.

The project will also include an Interlocal Agreement with the Toho Water Authority (Toho) for utility adjustments and/or utility replacements as identified by Toho. In addition to possible conflict relocations, Toho may assign portions of the existing system in the project limits to be upgraded or rehabilitated which may include water, wastewater, reclaimed water, or gravity sewer. The selected firm will be responsible for including Toho's adjustments/upgrade plans as part of the City project plans.

This project will utilize a not-to-exceed payment, specific rates of compensation, or a combination thereof.

3.3 PROJECT TASKS AND DELIVERABLES

3.3.1 General Project Tasks

3.3.1.1 Planning Study

The CONSULTANT shall review the Columbia Avenue Case Study from 2016 ("Appendix J") and conduct a comprehensive multi-modal corridor planning study, in alignment with the recommendations presented in the case study. The purpose of this study is to evaluate existing and future corridor needs across all transportation modes and to develop strategies that enhance mobility, safety, and accessibility.

As part of this effort, the CONSULTANT shall develop a corridor phasing plan that divides the proposed improvements into a minimum of three (3) distinct construction phases, based on logical segmentation, constructability, funding considerations, and anticipated implementation timelines.

3.3.1.2 Cost Estimates

The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at the following milestones of the project:

- 30% Conceptual
- 60% Design
- 90% Design
- 100% Design
- Final Signed and Sealed Design

3.3.1.3 Field Reviews

The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

3.3.1.4 Technical Meetings

The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. A total of twelve (12) progress and/or design review meetings shall be anticipated.

3.3.1.5 Quality Assurance/Quality Control

It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality

Assurance/Quality Control review and subsequent submittal to the CITY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

3.3.1.6 Supervision
The CONSULTANT shall supervise all technical design activities.

3.3.1.7 Coordination
The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

3.3.2 Public Involvement
Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the CITY drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least 14 business days prior to printing and/or distribution.

3.3.2.1 Public Meetings

It is anticipated that there will be two (2) public meetings (virtual or in-person). A public hearing is not included. One (1) meeting is anticipated after the 30% design phase and one (1) after the 90% design phase.

At the beginning of the project, the CITY will identify the impacted property owners and tenants within a minimum of 300 feet of the project corridor. The CITY will prepare a mailing list of the entities and will update the mailing list as needed during the life of the project. The CITY will identify the public meeting sites for all public meetings.

3.3.2.2 Communication and Collaboration

The CONSULTANT will communicate and collaborate with CITY departments and outside agencies who have jurisdiction over the outcome of this project.

- Vine Street District (up to 2)
- City Commissioner (up to 1)
- LYNX (up to 1)
- Property Owner Meetings (up to 10)

3.3.3 Driveway Modification Letters
The CONSULTANT shall prepare a driveway modification letter to be sent to property owners along the corridor. In addition, the CONSULTANT shall prepare a sketch of each proposed driveway modification for inclusion in the letter.

3.3.4 PowerPoint Presentations
The CONSULTANT shall prepare PowerPoint presentations for use in public meetings.

3.3.5 Public Meeting Preparations
The CONSULTANT shall prepare the necessary materials for use in public meetings.

3.3.6 Public Meeting Attendance and Follow-up
The CONSULTANT shall attend public meeting(s), assist with meeting setup and take down. The CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CITY'S Project Manager.

3.3.7 Specifications Package Preparation
The CONSULTANT shall prepare a project specification package for submittal with the 90% and 100% plans. The specification package shall also include Toho Water Authority (Toho), water, sewer and reclaimed specifications.

3.3.8 Post Design Services
Post Design Services may include, but not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings. Specific services will be negotiated later as a contract amendment. Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

3.3.9 Digital Delivery
The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the CITY on acceptable electronic media, as determined by the CITY.

The CONSULTANT shall submit all project related deliverables including, but not limited to, design drawings, specifications, reports, meeting minutes, design narratives, Requests for Information (RFIs), responses to the CITY comments, progress updates, revised submittals, and any other required documentation exclusively through the CITY’s designated project management platform, Procore.

No deliverable shall be deemed received, reviewed, or accepted by the CITY unless it has been properly uploaded to, and acknowledged within, the Procore system. The CONSULTANT shall ensure that its personnel and any subconsultants involved in the performance of the work are adequately trained in the use of Procore, and shall bear all associated costs related to access, training, and platform usage.

Failure to utilize the Procore system in accordance with this provision may result in project delays for which the CONSULTANT shall be solely responsible, and may constitute grounds for withholding payment, rejecting deliverables, or pursuing other remedies available to the CITY under this Agreement.

3.3.10 Landscape and Existing Vegetation Coordination

Coordinate to ensure preservation and protection of existing vegetation. Relocation of existing vegetation may be necessary in some cases. Space for proposed landscape should be preserved and conflicts with drainage, utilities, ITS, and signage should be minimized.

3.4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

3.4.1 Pavement Design Package

The CONSULTANT shall provide an approved Pavement Design Package prior to the 60% plans submittal date.

3.4.2 Cross-Slope Correction

The CONSULTANT shall coordinate with the CITY and perform field measurements to obtain existing cross slope data, determine roadway limits where cross slope is potentially out of tolerance and determine a resolution or provide a design exception for review.

A potential resolution for non-compliant cross slopes on the sidewalk and roadway is to construct a valley gutter between the travel lanes and any parking lanes. This would relocate the drainage profile and allow drainage flows to avoid traveling around existing or proposed curb extensions.

3.4.3 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the FDOT Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, access management, and scope of work.

3.4.4 Access Management

The CONSULTANT shall review adopted access management standards and the existing access conditions. Portions of the center turn lane that will be closed or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the 30% plans submittal.

3.4.5 Cross Section Design Files

The CONSULTANT shall provide cross section design files for the typical sections encountered on the corridor and the inscribed circle of the roundabout.

3.4.6 Temporary Traffic Control Plan (TTCP) Analysis

The CONSULTANT shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and transit stops. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be always maintained.

The CONSULTANT shall investigate the need for temporary traffic signals, temporary highway lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling in the analysis. Before proceeding with the TTCP, the CONSULTANT shall meet with the appropriate

CITY personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final TTCP efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the City's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the CITY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

3.4.7 Master TTCP Design Files

The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

3.4.10 Selective Clearing and Grubbing

The CONSULTANT shall review information from the CITY and conduct a project field assessment(s) of existing vegetation. At least one field assessment visit is to be attended by the CITY Forestry Manager.

The Result of the Field Assessments(s) will determine the course of action for Selective Clearing and Grubbing and the extent of the Vegetation.

The CONSULTANT shall include in the plans instructions for the care and maintenance of the plant preservation areas, and selective clearing and grubbing areas throughout the construction period. The CONSULTANT will coordinate with the CITY Forestry Manager to ensure that the intent of the plant preservation areas is in alignment with future landscape plans. The CONSULTANT should be knowledgeable in arboricultural practices to the extent that they are able to deliver detailed and informed Selective Clearing and Grubbing Plans.

3.4.11 Tree Disposition Plans

The CONSULTANT will prepare a Tree Disposition Plan outlining the requirements for the protection of trees located within the project boundaries.

3.4.12 Design Variations and Exceptions

If available, the CITY shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain FDOT approval of all appropriate Design Variations and/or Design Exceptions before the first submittal.

3.4.13 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope. Reports are to be delivered as a signed and sealed pdf file.

3.4.14 Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days when required.

3.5 ROADWAY PLANS AND UTILITIES ADJUSTMENTS

The CONSULTANT shall prepare Roadway, TTCP, Toho Utility Adjustment Sheets, plan sheets, notes, and details to convey the intent and scope of the project for the purposes of construction.

3.6 DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT is responsible for collecting, evaluating and analyzing all the necessary data to recommend the most cost effective and efficient drainage design option for the corridor.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the CITY's Public Works staff. All activities and submittals should be coordinated through the CITY's Project Manager. The work will include the engineering analyses for any or all the following:

- Drainage Map Hydrology
- Design of Storm Drains
- Drainage Design Documentation Report

3.7 DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details to convey the intent and scope of the project for the purposes of construction.

3.8 TOHO WATER AUTHORITY – UTILITIES ADJUSTMENTS

The CONSULTANT shall prepare Toho specific utility adjustment plans, details, specifications, and permits. The utility consultant shall provide three prior utility relocation projects with this proposal, all within the last 7 years and at least of 4,000 LF of pressure pipe relocation of 12" or larger and 2,000 LF of 8" or larger sanitary sewer evaluation, replacement and rehabilitation projects. The utility consultant shall provide an engineer-of record having certification form NASSCO for Pipeline Assessment, Lateral Assessment, and Manhole Assessment. Engineering consideration is expected to minimize any conflicts between Toho's existing utilities and the designed roadway, storm, signal, etc. improvements.

3.9 DRY UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

3.9.1 Identify Existing Utility Agency Owner(s)

The Consultant shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

3.9.2 Exception Processing

The CONSULTANT shall be responsible for transmitting/coordinating the appropriate design reports to each UAO to identify any condition that may require a Utility Exception. The CONSULTANT shall identify and communicate to the UAO any facilities in conflict with their

location or project schedule. The CONSULTANT shall assist with the processing of design exceptions involving Utilities with the UAO and the CITY. Assist with processing per the UAO.

3.9.3 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAO(s) having facilities located within the project limits for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights from the FDOT Legal Office, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

3.9.4 Individual/Field Meetings

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

3.9.5 Collect and Review Plans and Data from UAO(s)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the CITY's Project Manager.

3.9.6 Utility Design Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days.

3.9.7 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) for review and comment if required by the CITY. Coordinate with the District for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s)..

3.9.8 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

3.9.9 Utility Constructability Review

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility.

3.9.10 Contract Plans to UAO(s)

If requested by the CITY, the CONSULTANT shall transmit the contract plans as processed for letting to the UAO(s). Transmittals to UAO(s) may be by certified mail, return receipt requested.

3.9.11 Certification/Close-Out

This includes hours for transmitting utility files to the DUO and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate CITY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

3.9.12 Other Utilities

The CONSULTANT shall provide other utility services. This includes all efforts for a utility task not covered by an existing defined task. Required work will be defined in the scope and negotiated on a case-by-case basis.

3.10 PERMITS and CLEARANCES

The CONSULTANT shall notify the CITY Project Manager, City Engineer, Toho Project Manager and other appropriate CITY personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy in the Project Manager and the City Engineer on all permit related correspondence and meetings.

The CONSULTANT shall be responsible for the preparation and submittal of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist. All Principal Investigators for the archaeological, historical, and architectural sections of the Type 1 CE shall meet the minimum requirements stated in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61.

The CONSULTANT shall be responsible for the preparation and submittal of a Cultural Resource Assessment Survey (CRAS) report and a Level I Contamination Screening Evaluation (LICSE) report. If the LICSE deems a Level II Contamination Screening Evaluation Report (LIICSE) report needed, it will be added to this contract as an amendment.

The CONSULTANT shall be responsible for the Florida Department of Environmental Protection (FDEP) permitting for potable water and domestic wastewater collection/transmission for construction.

3.11 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

3.12 SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall complete a design to convert any existing span wire signals to mast arm signals. The CONSULTANT shall perform an evaluation of the mast arm signals that are greater than 20 years old. If they are found to be structurally deficient, then the CONSULTANT shall complete a design to replace these mast arm signals.

3.12.1 Traffic Data Collection

The CONSULTANT shall perform all effort required for traffic data collection, including crash reports, 24 hr. machine counts, 8 hr. turning movement counts, 7 day machine counts, and speed & delay studies.

3.12.2 Traffic Data Analysis

The CONSULTANT shall determine signal operation plan, intersection geometry, local signal timings, pre-emption phasing & timings, forecasting traffic, and intersection analysis run.

3.12.3 Systems Timings

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram.

3.12.4 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

- Existing Signal and Pedestrian Phasing
- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- Type of Detection as Compared with Current District Standards
- Interconnect Media
- Controller Timing Data
- Integrity of Existing Underground Conduit

3.13 SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

3.14 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

All lighting design must comply with Kissimmee Utility Authority (KUA) design criteria as KUA will be performing maintenance and operation of the lighting system upon project completion. The lighting design must include a photometric analysis and be consistent with the FDOT Design Manual.

3.15 LIGHTING PLANS

The CONSULTANT shall prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

3.16 LANDSCAPE AND HARDSCAPE ANALYSIS

The CONSULTANT shall analyze and document Landscape Architecture Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT must design curb extensions or bulb-outs at every street intersection and at select driveways. This curb extension shall, at a minimum extend the length of existing mandatory no parking zones. Street trees incorporated into the curb extensions must be in tree wells. Landscaping and hardscaping plans must include all proposed and existing to remain street furniture and decorative elements and any applicable design details. Street furniture may include but is not limited to, bike racks, benches, streetlights, bike or scooter share stations, etc.

3.17 LANDSCAPE AND HARCSCAPE PLANS

The CONSULTANT shall prepare a set of Landscape Plans which includes the following:

- Planting and Irrigation Plans
- Hardscape Plans

3.18 SURVEY

The CONSULTANT shall perform the following survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

- Design Survey: Within the p***roject limits plus up to 500' west of Columbia Avenue on North Hoagland Boulevard and up to 500' west of Columbia Avenue on North Central Avenue, and up to 100' north or south of Columbia Avenue on all other side streets.***
- Subsurface Utility Exploration: Within the project limits. Designation of underground utilities includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and

locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

- Right of Way Survey: Within the project limits.
- Vegetation and Tree Survey: Within the project limits.
- Boundary Survey: Within the project limits.
- Horizontal Project Control (HPC): Within the project limits.
- Vertical Project Control (VPC): Within the project limits.
- Existing Right of Way (R/W) Lines: Within the project limits.
- Maintained R/W: Within the project limits.

3.19 MAPPING

The CONSULTANT shall perform the following mapping tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

Control Survey Map: Within the project limits.

Right of Way Map: Within the project limits.

Legal Descriptions: Within the project limits as requested by the CITY.

3.20 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS

The CONSULTANT shall analyze and document Intelligent Transportations System (ITS) Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, existing ITS standard operating procedures, strategic plans, and current design memoranda.

The CONSULTANT shall work with the CITY Signal Shop to identify, preserve, and relocate as needed existing ITS infrastructure within the project limits. ITS work includes the application of sensor, computer, electronics and communication technologies and management strategies, in an integrated manner, to improve the safety and efficiency of the surface transportation system. ITS includes, but is not limited to, Advanced Traffic Management Systems (ATMS), Advanced Traveler Information Systems (ATIS), Advanced Rural Transportation Systems (ARTS), Advanced Public Transportation Systems (APTS), Advanced Highway Systems (AHS), Commercial Vehicle Operation (CVO) and Electronic Toll Collection (ETC) Systems.

3.21 INTELLIGENT TRANSPORTATION SYSTEMS PLANS

The CONSULTANT shall prepare a set of ITS Plans in accordance with the FDOT Design Manual if modification to the existing ITS infrastructure is needed.

3.22 GEOTECHNICAL

The CONSULTANT shall be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with FDOT standards, or as otherwise directed by the CITY Project Manager.

The CONSULTANT shall notify the CITY in adequate time to schedule a representative to attend all related meetings and field activities.

3.23 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a progress report with each invoice or every month, whichever comes first. The CONSULTANT shall at a minimum provide the following information:

- Project status.
- Work completed or in progress during the last pay period.
- Work anticipated in the next pay period.
- Action items to be resolved
- Dates for the next two project milestones.
- A list of key events and the associated total percentage of work completed for each at the end of the latest pay period.

3.24 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the CITY. The CITY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

3.25 APPLICABLE STANDARDS, SPECIFICATIONS, AND POLICIES:

- FDOT Standard Plans
- FDOT Design Manual
- Americans with Disabilities Act (ADA) Standards for Accessible Design
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
- Toho Water Authority – Standards and Specifications
- Florida Department of Environmental Protection (FDEP)
- Samples Testing and Reporting Guide
- FDOT Materials Manual
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA – National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- AASHTO - Guide for Development of Bicycle Facilities
- Uniform Relocation Assistance and Real Property Acquisition Policies Act
- National Environmental Policy Act (NEPA)
- Build America, Buy America (BABA)
- LAP Checklist for Federally Funded Professional Services Contracts (Federal and State Requirements)

3.26 PROJECT MILESTONES

The CONSULTANT shall be responsible for the full design of the corridor and shall prepare complete, signed, and sealed construction plan sets for each of the identified independent phases in the planning study. All plans shall be prepared in accordance with applicable local, state, and federal design standards and shall be suitable for permitting, bidding, and construction.

The CONSULTANT shall provide electronic plan submissions to the City Project Manager at the following design milestones.

- Planning Study
- 30% Design (each phase)
- 60% Design (each phase)
- 90% Design (each phase)
- 100% Design (each phase)
- Final Signed & Sealed Plans and Specifications Package (each phase)

3.27 SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY production requirements. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For scheduling, the CONSULTANT shall allow for a ***two-***week review time for each phase submittal and any other submittals as appropriate. The schedule shall indicate all required submittals. All fees and price proposals are to be based on the negotiated schedule for final construction contract documents.

Periodically, throughout the life of the contract, the project schedule and payout and fiscal progress curves shall be reviewed and, with the approval of the CITY, adjusted as necessary to incorporate changes in the Scope of Services and progress to date. The next two milestone submittal dates shall be included with every progress report.

The Project schedule is estimated to take a total of 12 months from contract execution. The table below displays an estimated study schedule with deliverable deadlines and public meetings.

Project Highlight	Submittal Date (Estimated)
Contract Execution	12/15/2025
Kick off Meeting	12/20/2025
Planning Study	04/04/2026
30% Design (each phase)	06/04/2026
Public Outreach	06/29/2026
60% Design (each phase)	08/04/2026
90% Design (each phase)	11/04/2026
Public Outreach	11/29/2026
100% Design (each phase)	12/04/2026
Final Deliverable Package Due (each phase)	01/04/2027
Project Close Out	01/30/2027

PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE,
FL 34741

NOTICE OF INTENT TO AWARD

Date: March 10, 2026

To: All Submitters on Record

Issued By: Debbie Luke, Purchasing Coordinator

Subject: RFQ2026004 Columbia Avenue Complete Street

The Evaluation Committee has completed their review and evaluation after the presentations for the above-mentioned solicitation. The Purchasing Division hereby provides notice that the Evaluation Committee's recommendation is to award this solicitation to Kimley-Horn. This shall now be submitted to the Commission to seek award.

We appreciate your hard work on this project and will be pleased to see your interest in other projects that come up for the City of Kissimmee.

Respectfully,

Purchasing

Ranking Spreedsheet: RFQ2026004 Columbia Avenue Complete Street

Name:
Date:

	WEIGHT	1	2	3	4
Work Task Qualification and Project Approach: Detailed methodologies, proposed applications and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.	50	47.7	46.0	42.6	40.6
Experience and Capability: The project team experience and approach as a unified collection.	30	28.3	26.9	24.7	23.9
Personnel Background Information: Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.	20	18.9	18.6	17.9	16.1
TOTAL	100	94.86	91.43	85.14	80.57

N = non responsive

1	**Kimley-Horn**	94.86
2	**GAI Consultants**	91.43
3	**AECOM Technical Services**	85.14
4	**HDR**	80.57

RANKING

Ranking Spreedsheet: RFQ2026004 Columbia Avenue Complete Street

Name: **Jay Morris (representing TOHO)**
Date:

	WEIGHT	1	2	3	4
Work Task Qualification and Project Approach: Detailed methodologies, proposed applications and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.	50	48.0	47.0	46.0	48.0
Experience and Capability: The project team experience and approach as a unified collection.	30	30.0	29.0	28.0	30.0
Personnel Background Information: Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.	20	20.0	20.0	20.0	20.0
TOTAL	100	98.00	96.00	94.00	98.00

N = non responsive

1	**Kimley-Horn**	98.00
2	**GAI Consultants**	96.00
3	**AECOM Technical Services**	94.00
4	**HDR**	98.00

RANKING

Ranking Spreedsheet: RFQ2026004 Columbia Avenue Complete Street

Name: **John Hambley**
Date:

	WEIGHT	1	2	3	4
Work Task Qualification and Project Approach: Detailed methodologies, proposed applications and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.	50	45.0	45.0	41.0	43.0
Experience and Capability: The project team experience and approach as a unified collection.	30	27.0	26.0	25.0	25.0
Personnel Background Information: Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.	20	17.0	17.0	15.0	16.0
TOTAL	100	89.00	88.00	81.00	84.00

N = non responsive

1	**Kimley-Horn**	89.00
2	**GAI Consultants**	88.00
3	**AECOM Technical Services**	81.00
4	**HDR**	84.00

RANKING

Ranking Spreedsheet: RFQ2026004 Columbia Avenue Complete Street

Name: **Lucy Phillip**
Date:

	WEIGHT	1	2	3	4
Work Task Qualification and Project Approach: Detailed methodologies, proposed applications and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.	50	50.0	45.0	45.0	40.0
Experience and Capability: The project team experience and approach as a unified collection.	30	30.0	25.0	28.0	25.0
Personnel Background Information: Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.	20	20.0	15.0	20.0	15.0
TOTAL	100	100.00	85.00	93.00	80.00

N = non responsive

1	**Kimley-Horn**	100.00
2	**GAI Consultants**	85.00
3	**AECOM Technical Services**	93.00
4	**HDR**	80.00

RANKING

Ranking Spreedsheet: RFQ2026004 Columbia Avenue Complete Street

Name: **Nagel Altrui**
Date:

	WEIGHT	1	2	3	4
Work Task Qualification and Project Approach: Detailed methodologies, proposed applications and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.	50	48.0	46.0	44.0	46.0
Experience and Capability: The project team experience and approach as a unified collection.	30	28.0	28.0	26.0	28.0
Personnel Background Information: Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.	20	20.0	18.0	18.0	18.0
TOTAL	100	96.00	92.00	88.00	92.00

N = non responsive

1	**Kimley-Horn**	96.00
2	**GAI Consultants**	92.00
3	**AECOM Technical Services**	88.00
4	**HDR**	92.00

RANKING

Ranking Spreedsheet: RFQ2026004 Columbia Avenue Complete Street

Name: **Samia Singleton**
Date:

	WEIGHT	1	2	3	4
Work Task Qualification and Project Approach: Detailed methodologies, proposed applications and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.	50	45.0	47.0	40.0	37.0
Experience and Capability: The project team experience and approach as a unified collection.	30	25.0	28.0	23.0	23.0
Personnel Background Information: Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.	20	15.0	20.0	15.0	15.0
TOTAL	100	85.00	95.00	78.00	75.00

N = non responsive

1	**Kimley-Horn**	85.00
2	**GAI Consultants**	95.00
3	**AECOM Technical Services**	78.00
4	**HDR**	75.00

RANKING

Ranking Spreedsheet: RFQ2026004 Columbia Avenue Complete Street

Name: **Victor M Mercado Vazquez, PE**
Date:

	WEIGHT	1	2	3	4
Work Task Qualification and Project Approach: Detailed methodologies, proposed applications and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.	50	50.0	45.0	40.0	35.0
Experience and Capability: The project team experience and approach as a unified collection.	30	30.0	25.0	20.0	15.0
Personnel Background Information: Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.	20	20.0	20.0	20.0	15.0
TOTAL	100	100.00	90.00	80.00	65.00

N = non responsive

1	**Kimley-Horn**	100.00
2	**GAI Consultants**	90.00
3	**AECOM Technical Services**	80.00
4	**HDR**	65.00

RANKING

Ranking Spreedsheet: RFQ2026004 Columbia Avenue Complete Street

Name: **David Gomez**
Date:

	WEIGHT	1	2	3	4
Work Task Qualification and Project Approach: Detailed methodologies, proposed applications and overall project understanding (including innovative concepts or alternatives) must be clearly conveyed.	50	48.0	47.0	42.0	35.0
Experience and Capability: The project team experience and approach as a unified collection.	30	28.0	27.0	23.0	21.0
Personnel Background Information: Demonstration of specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks.	20	20.0	20.0	17.0	14.0
TOTAL	100	96.00	94.00	82.00	70.00

N = non responsive

1	**Kimley-Horn**	96.00
2	**GAI Consultants**	94.00
3	**AECOM Technical Services**	82.00
4	**HDR**	70.00

RANKING

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: THESE ITEMS WILL NOT BE PLACED ON THE AGENDA UNTIL AUTHORIZED SIGNATURES ARE OBTAINED AND RETURNED TO THE PURCHASING OFFICE. IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: **RFQ2026004**
DATE: April 6, 2026
TO: **Victor Mercado Vazquez, Project Manager III**
FROM: Debbie Luke, Purchasing Coordinator
SUBJECT: **Columbia Ave Complete Street**

COMMENTS: Subject bid was opened on January 20, 2025, with copy of abstract attached, copies of the 6 submittals were sent electronically for your review. Purchasing advertised this November 23, 2025, with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 747 vendors, and 39 vendors downloaded the bid package, Vendor Link had 83 vendors download the package after 2979 vendors notified. Committee evaluations and presentations are completed, and you have your recommendations, please provide written justification below for Commission consideration and send purchasing the results of the Commission approval and purchasing will post results on Demand Star and Vendor Link.

DEPARTMENT RECOMMENDATIONS:

_____ Purchase from low bidder.
_____ Other - Explain (attach additional sheets if necessary).

REVIEWED BY: Victor Mercado Vazquez **DATE:** 4/7/26
APPROVED BY: David Gomez **DATE:** 04/07/2026
DATE RETURNED TO PURCHASING: Debbie Luke 4/7/2026

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New X Replacement _____

The intended use of function is:
The intent is to developme of a full set of constructible engineering drawings for the design of Columbia Avenue from N Hoaghland Ave to N Central Avenue. This project is guided by the 2016 Complete Streets Case Study conducted by MetroPlan Orlando, which identified this corridor as a priority for multimodal improvements to enhance user comfort, safety, and operational efficiency.The project will address several existing deficiencies, including ADA non-compliance, narrow sidewalks, outdated traffic signals, deteriorated and uneven pavement, lack of landscaping and pedestrian lighting, and aging water and sewer infrastructure. The proposed improvements will bring the corridor into compliance with the Americans with Disabilities Act (ADA), the City of Kissimmee ADA Transition Plan (ADATP), the City of Kissimmee Vision Zero Action Plan (VZAP), the Florida Department of Transportation Standards and Specifications (FDOT S&S), the Florida Department of Transportation Design Manual (FDM), and the Manual on Uniform Traffic Control Devices (MUTCD).

Funding: Attach approved copy of Budget Transfer (if necessary).

Account Number	Project Number	Amount
10725506-506191	CR2304	$110,000.00
10722206-506393	CR2403	$100,000.00
10722206-506393	CR2504	$400,000.00
10722206-506393	CR2606	$1,400,000.00
10345656-506393	GT2511	$400,000.00
10345656-506393	GT2608	$400,000.00
40945206-506393	SW2605	$100,000.00
10345406-506393	GT2400	$150,000.00

Total Amount Budgeted: $3,060,000.00

Cost: $2,900,000.00 (Estimated)

Remaining: $160,000.00

Intended use for any funds remaining: The remaining funds will be used as contingency.

ITEM 7.I
Architectural and Engineering Services for Lakeside Fire Station #5

Request

Request approval of a Consultant Services Authorization (CSA) with The Lunz Group under the Architectural/Engineering Services Master Agreement (Contract #20240133) for architectural and engineering services for the Lakeside Fire Station #5 Project for $299,781, and authorization for the City Manager or designee to execute any necessary documents or change orders to carry out the terms of this contract.

Explanation

The Lakeside Fire Station #5 Project will utilize the City's previously developed Fire Station prototype design established under RFQ2023-006. Additional architectural and engineering services are required to adapt the prototype design to the project site and support overall project delivery.

The scope of services includes site-specific design coordination, permitting support, pre-construction services, bid assistance, and construction phase services necessary to implement the prototype design at the Lakeside Park location.

The Lunz Group is the Architect of Record for the City's Fire Station prototype and is thoroughly familiar with its design, project standards, and coordination requirements. Utilizing the original design team supports continuity, minimizes design conflicts, and promotes efficient project implementation.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
36035106 - 506292	FD2527	Decrease	$12,837,473.40	$299,781.00

Financial Summary:

Adequate funding for the Lakeside Fire Station #5 Project is available within the project budget.

Recommendation

Approval of architectural and engineering services with The Lunz Group in the amount of $299,781 for the Lakeside Fire Station #5 Project, and authorization for the City Manager or designee to execute any necessary documents or change orders to carry out the terms of this contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) CSA for Lakeside FS with Proposal
2. The Lunz Group Architectural/Engineering Services Master Agreement

CONSULTANT SERVICES AUTHORIZATION FOR DESIGN AND RELATED SERVICES FOR THE LAKESIDE FIRE STATION #5

THIS CONSULTANT SERVICES AUTHORIZATION ("CSA") is issued pursuant to the **Architectural/Engineering Services Master Agreement #20240133** ("Master Agreement") between the City of Kissimmee ("City") and The Lunz Group, Inc. ("Consultant"). All terms and conditions of the Master Agreement are incorporated herein by reference.

WHEREAS, the Parties entered into the Master Agreement on February 20, 2024, for continuing professional services for a five (5) year term; and

WHEREAS, the City seeks the design of the Lakeside Fire Station #5 (the "Project") and Consultant was selected as the best qualified firm to provide the architectural and related services required for the Project; and

WHEREAS, Section 2.1. of the Master Agreement requires the Parties enter into a CSA to memorialize the terms and conditions required to complete the Project.

NOW, THEREFORE, in consideration of the promises contained herein, the City and Consultant hereby agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide architectural and engineering services necessary to adapt and implement the City's Fire Station prototype for the Lakeside site, including civil coordination, pre-construction services, bid assistance, and construction phase services. Detailed scope is provided in Consultant's proposal dated March 31, 2026, attached as Exhibit "A".

A) **Civil Site Coordination** – Consultant shall coordinate with the Civil Engineer to adapt the Fire Station prototype to the Lakeside site, including site layout, orientation, and coordination of utilities between disciplines.
B) **Pre-Construction Phase** – Consultant shall provide pre-construction services, including coordination meetings with the Owner, Civil Engineer, and CM, and support during permitting and design coordination.
C) **Bid Assistance/GMP Phase** – Consultant shall respond to Requests for Information (RFIs) and provide support during the subcontractor bidding phase in preparation of the CM's Guaranteed Maximum Price (GMP).

D) **Construction Administration Phase** – Consultant shall provide construction phase services, including site visits, OAC meetings, submittal reviews, RFI responses, pay application reviews, and close-out services.

Deliverables:
1. Eighteen (18) Site visits
2. Fifteen (15) online OAC meetings
3. RFI responses
4. Submittal review (up to two iterations)
5. Pau applications review
6. Punch list and substantial completion support

2. SCHEDULE / TERM OF SERVICES

Pre-Construction Phase services under this CSA shall commence upon issuance of a Notice to Proceed ("NTP") and shall continue through substantial completion and final completion of the Project, including close-out services, based on an assumed 15-month construction period plus a two-week close-out period. Adjustments to the term associated with changes in the construction schedule shall be handled in accordance with the Master Agreement.

3. COMPENSATION

A) **Method of Compensation:**

Compensation for services authorized under this CSA shall be on an hourly not-to-exceed basis for Consultant's labor, plus approved subconsultant fees and reimbursable expenses, all in accordance with the rates and terms of the Master Agreement.

B) **Fee Breakdown:**

Component	Amount
Design Re-Use (Architectural, Structural, MEP, IT)	$159,692.00
Civil Site Adaptation Coordination	$14,025.00
Pre-Construction Phase Services	$17,042.00
Bid Assistance/GMP Phase	$5,000.00
Construction Administration Phase	$89,022.00
Additional Services & Reimbursable Allowance	$15,000.00
Total CSA Compensation Authorized	$299,781.00

C) **Not-to-Exceed Amount:**

The total compensation authorized under this CSA, inclusive of Consultant, subconsultants, and reimbursable expenses, shall not exceed **Two Hundred Ninety-Nine**

Thousand, Seven Hundred Eighty-One Dollars ($299,781.00). No amount in excess of this not-to-exceed amount shall be due unless authorized by the City Manager or designee to sign any additional documents or change orders needed to carry out the terms of this contract.

4. SUBCONSULTANTS

Consultant is authorized to utilize the following subconsultants for the services covered by this CSA, subject to the terms of the Master Agreement:

- Mechanical/Electrical/Plumbing (MEP) Engineers – CMTA
- Structural Engineer – Fullone Structural Group

Any additional or replacement subconsultants shall require prior written approval from the City in accordance with the Master Agreement.

5. LIQUIDATED DAMAGES

None applicable unless otherwise stated by the Master Agreement.

6. SPECIAL CONDITIONS / CLARIFICATIONS

A) Consultant's Proposal Lakeside Park Fire Station No. 5 – Reuse Fee, dated March 10, 2026, is attached to and made a part of this CSA as Exhibit A.

B) In the event of any conflict between the terms of this CSA and the Master Agreement, the Master Agreement shall control, except where this CSA expressly and specifically states otherwise.

C) Nothing in this CSA modifies the insurance, indemnification, standard of care, or other risk allocation provisions of the Master Agreement.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this Consultant Services Authorization, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

THE LUNZ GROUP, INC.

By: _____

Title: CEO

Date: 5/7/26

STATE OF Florida)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 7th day of May 2026, by means of ☑ physical presence or ☐ online notarization by Craig Fenlon as Managing Director for The Lunz Group, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

LORI AUMACK
Notary Public-State of Florida
Commission # HH 291292
My Commission Expires
July 24, 2026

Notary: _____
Print Name: Lori Aumack

My Commission Expires: 7.24.26

CITY OF KISSIMMEE

By: _____

Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____

Kalanit Oded, City Attorney

THE LUNZ GROUP
Architecture | Interior Design
LC: AR94773

March 31, 2026

Robert Masiku
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Re: City of Kissimmee Fire Station Prototype Reuse Proposal – Rev 1
Lakeside Park Fire Station #5
TLG Project #26001.01

Dear Robert,

Thank you for the opportunity to provide a proposal for our services for the implementation of the Kissimmee Prototype Fire Station Design established for the City of Kissimmee from RFQ 2023-006. Standard Terms and Conditions are derived from the Continuing Contract Agreement. This proposal shall be performed under the Continuing Contract for Architectural and Engineering Services.

Our understanding of the scope is: to provide architectural and engineering services as it relates to a new Fire Rescue Station utilizing the Prototype previously designed for the Mill Run Park site in Kissimmee, Florida. The scope of this proposal covers site-specific design, Pre-Construction Phase Services and Permitting, Bid Assistance and Construction Phase Services. This proposal includes the re-use fees for all disciplines.

This project is broken into Four (4) tasks, Civil Site Adaptation Coordination, Pre-construction/Permitting Services, Bid Assistance and Construction Phase Services.

Civil Site Adaptation Coordination

The Lunz Group shall work with the Civil Engineer to ensure that the referenced site can accommodate the prototype for the Fire Station. Coordination of new station orientation on site and coordination of available site utilities between the MEP consultants and Civil Engineer. We have included 4 total online meetings during this phase. Any additional meetings would be billed hourly as additional services.

Pre-construction services

Pre-construction services will include attending bi-weekly online meetings with owner, civil and CM. We have included 4 total online meetings during this phase. Any additional meetings would be billed hourly as additional services.
It is assumed that the Civil engineering will be contracted directly with the City of Kissimmee.

Bid Assistance/GMP Phase Services

The Lunz Group will respond to RFI's from CM during subcontractor's bid submittal phase, in preparation of the CM's GMP.

Construction Phase Services

We have included 15 monthly online OAC construction meetings and 18 Site visits during the course of construction, allowing for additional site visits outside of the traditional bi-weekly construction meetings for Pre-installation meetings, Punch-list and Substantial Completion as needed.

Review of all shop drawings defined in the project specifications and agreed upon with GC/CM's submittal schedule (limited to 2 times per specification section), RFI responses, review of Pay application requests, and issuance of ASI/CCOs are included. Excessive RFIs, shop drawings, and CCOs will be billed hourly. This proposal is based on the assumption that the Construction Team remains the same as previous prototype-based Fire Stations to obtain efficiencies and minimize rework.

Deliverables:

- Eighteen (18) Site visits by Architect or Engineer to review construction progress
- Fifteen (15) online OAC meetings by Architect or Engineer to review construction progress
- Respond to Contractor's requests for information (RFI)
- Review product submittals and requests for product substitution* – two (2) reviews per submittal *Product Substitutions for convenience or procurement related issues outside of the control of all parties shall be assessed at an hourly rate.
- Review Contractor's pay applications
- Assist with Project punch list and Substantial Completion

Our lump-sum fee for this project is broken into these tasks:

Architectural & Engineering	
Architectural Design Re-use fee	$ 55,612.00
Structural Design re-use fee	$9,500.00
MEP Design Re-use fee	$80,180.00
IT Design Re-use fee	$14,400.00
Civil Site Adaptation Coordination (Architectural)	$ 10,525.00
Civil Site Adaptation Coordination (Structural)	$3,500.00
Pre-construction Phase Services (Architectural)	$10,242.00
Pre-construction Phase Services (MEP)	$4,800.00
Pre-construction Phase Services (Structural)	$2,000.00
Bid Assistance (Architectural)	$5,000.00
Construction Phase Services (Architectural)	$ 55,302.00
Construction Phase Services (MEP)	$31,020.00
Construction Phase Services (Structural)	$2,700.00
Additional Services and Reimbursable Allowance	$ 15,000.00
Total Fee	**$** 299,781**.00**

The fee above will expire and is subject to change after thirty (30) days of submittal to the client. If the proposal is not signed by the client within this timeframe, The Lunz Group holds the right to revise the fee.

Reimbursables

Reimbursable expenses include expenses incurred by The Lunz Group and consultants directly related to the project. This may include mileage, additional site visit requests, fees for permitting, printing, delivery, and other similar project-related expenditures. Reimbursables will be billed at cost +10% out of the Reimbursable Allowance.

We are ready to start this work immediately and look forward to continuing our professional relationship with you. Upon acceptance of the proposal, a formal agreement will be sent for review and approval. Please let me know when you would like to begin the process.

Thank you for this opportunity.

Submitted by:	Approved by:
Signature	Signature
Craig Fennig	Ivan Lespier
Printed Name	Printed Name
Managing Director – the Lunz Group	Senior Construction Project Manager
Title	Title
March 31, 2026	5/7/2026
Date	Date

Attachment: Attachment A – Scope of Service

Attachment A

Scope Of Services

Lakeside Park Fire Station No. 5 – Reuse Fee
March 10, 2026

Project Delivery System

The Lunz Group's services, compensation, and time schedule for performance of services are based on the use of the Construction Manager at Risk (CMAR) project delivery system and are subject to adjustment if another delivery system is utilized.

Design Services – Reuse Fee

The Lunz Group will be proceeding under the continuing contract RFQ 2023-006, while utilizing the previous Mill Run Park Fire Station #2 design, shall work with the Civil Engineer to ensure that the referenced site can accommodate the prototype Fire Station. Coordination of new station orientation on site and coordination of available site utilities between the MEP consultants and Civil Engineer.

Design Services Included in Proposal

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Architecture	✓		
Site Surveys		✓	
Geotechnical Investigations, Reports, and Recommendations		✓	
Environmental Surveys, Studies, or Reports		✓	
Landscape Design:		✓	
Civil Engineer:		✓	
Structural Engineer: Fullone Structural Group	✓		
Mechanical/Electrical/Plumbing Engineer: CMTA	✓		
Telecommunications:	✓		
Graphic Design and Signage Consultant:		✓	
Code Consultant:			✓
Construction Cost Estimating Consultant:		✓	
Accessibility Consultant:			✓
Acoustical/Vibration Consultant:			✓
Amusement Consultant:			✓
Audio-Visual Consultant:			✓
Energy Consultant:			✓
Environmental Consultant:			✓
Exterior Envelope Consultant:			✓
Fountain Consultant:			✓
Irrigation Consultant:		✓	

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Life Safety/Fire Protection:	✓		
Lighting Consultant:			✓
Security Consultant:			✓
Specifications Consultant:			✓
Traffic/Parking Consultant:			✓
Transportation Consultant:			✓
Tree Preservation Consultant:			✓
Value Engineering Consultant:			✓
Vertical Transportation Consultant:			✓

Notes to Above Table:

In Base Proposal: Included in Base Proposal. The Lunz Group will coordinate work of consultant.
Client's Consultant: The Lunz Group will coordinate with consultant retained directly by Client.
Extra Service: Consultant not included in Base Proposal but could be added upon Client's authorization.

I – Pre-Construction Services

The Lunz Group will review existing relevant information provided by the Client. The Lunz Group shall be entitled to rely upon all such information not limited to site plans, surveys, topography, zoning, existing building drawings/specifications, geotechnical reports, marketability reports, Client's Design Standards, Client's program, design and construction schedule, construction budget, adjacent sites/structures, building restriction, etc. The Lunz Group will provide Pre-Construction services consisting of minor plan adjustments based on lessons learned from the construction of previous prototype station and offer design solutions. These elements will be assembled into a Pre-bid Review Package for review by the Client and CM, prior to issuing for bid/permit.

Deliverables

Pre-bid Review Package (PDF sets by discipline)

- Review and coordination of Client supplied data.
- Attend online Kick-off meeting with the Client and the Client's consultants to align the project team, schedule, budget and to establish the project's success metrics
- Attend 7 additional bi-weekly online meetings to discuss progress bid/permit documents, site permitting, due diligence and any other issues that may affect station design.

Meetings

- Kick-off online Meeting (1)
- Bi-weekly Meetings (3)

II – Civil Site Adaptation Coordination

The Lunz Group shall work with the Civil Engineer, CM and client to ensure that the referenced site can accommodate the prototype Fire Station. Coordination of new station orientation on site and coordination of available site utilities between the MEP consultants and Civil Engineer.
The Lunz Group will review the drawings for the following disciplines to verify that the information reflects the design intent and to help avoid conflicts.

- Structural
- Mechanical
- Electrical

- Plumbing

Deliverables

- Drawings – Construction documents issued for Bid/Permit
- Specifications

Meetings

- CD online progress meetings (4)

III - Bid Assistance Services

Services include:

- Response to bidders' requests for clarifications

IV –Construction Phase Services

The Lunz Group will provide Construction Phase services as set forth in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications.

Deliverables

- Eighteen (18) Site visits by Architect or Engineer to review construction progress
- Fifteen (15) online OAC meetings by Architect or Engineer to review construction progress
- Respond to Contractor's requests for information (RFI)
- Review product submittals and requests for product substitution* – two (2) reviews per submittal
  *Product Substitutions for convenience or procurement related issues outside of the control of all parties shall be assessed at an hourly rate.
- Review Contractor's pay applications
- Assist with Project punch list and Substantial Completion

Meetings

- As described above in the deliverable and scheduled visits to the property to review the work as described above in the deliverable.

Construction Period

This Scope of Services is based on a 15 month construction period to Substantial Completion, with construction commencing no later than 15 months after issuance of building permit. Services provided after this timeframe shall be compensated as Additional Services.

Project Cost Estimates

This Scope of Services does not include estimates of construction cost. The Lunz Group will provide documents for others to prepare cost estimates. It is our understanding that the client will utilize the CM to provide project cost information

Qualifications

The following items are qualifications to the proposal outlined above.

- The Lunz Group, at its option, will utilize REVIT or AutoCAD software for drawings. For Specifications and Finish Schedules, The Lunz Group may use any or all of the following software: Excel, Word, Studio Designer, InDesign or AutoCAD. We will provide design documents based on a mutually agreed program, schedule and budget for the project.

Additional Services

The following items are services that are additional to the proposal outlined above. These services will only be provided if requested by the Client and will be billed at the hourly rates noted herein.

- Dimensional Survey of Existing Field Conditions.
- Existing Conditions Survey.
- Demolition documents.

- Change Orders, Change Directives or revisions to the design and construction documents after previous Client approvals.
- Value engineering and modification to design and construction documents and specifications requiring preparation of design and construction documents for alternate pricing or re-pricing.
- Preparation of Construction Documents for Alternates.
- Additional submission packages exceeding the number specified in our basic services.
- Field visits and Construction Phase Services or providing scheduled periodic representation in the field during construction beyond that stipulated in our basic services.
- Substantial Completion Inspections in excess of one inspection.
- Final Completion Inspections in excess of one inspection.
- Services in connection with the activities of separate construction contractors.
- On-Site Observation.
- Professional services due to default of the Client's consultants, other design professionals, General Contractor or by major defects in the work.
- Coordination with Governmental Authorities.
- Submissions for Government approval other than for building permit.
- Review and approval of proposed alternates or substitutes.
- Coordination and review of the Client's other consultants' drawings and specifications requiring adjustments and modifications to The Lunz Group's documents.
- Multiple Reviews of Shop Drawings and Submittals beyond those stipulated in our basic services.
- Acoustical Design Services.
- Lighting Design Services.
- Building Commissioning Services.
- Renderings and Models beyond those stipulated in our basic services.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis.
- Life Cycle Analysis.
- Tenant Design Criteria
- Planning and design of tenant or rental spaces.
- Lease Plans.
- Marketing / Leasing Brochures.
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of project.
- Meeting time beyond that stipulated in our basic services.

Client's Responsibilities

Prior to commencement of the work, the Client shall furnish to The Lunz Group full information as to their design requirements, operational standards and guidelines, preliminary program, project schedule, total budget broken down for all areas, and all such information which shall be pertinent to the creation and carrying out of the project's design intent.

The Client shall designate a single representative authorized to act in the Client's behalf who shall make decisions with respect to the project. The Client, or such authorized representative, shall examine the design documents submitted by The Lunz Group and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the process of The Lunz Group's design services.

The Lunz Group shall provide information and specifications for products and their manufacturer, sufficient to convey design intent. However, The Lunz Group will not bear any liability, should the Client choose to have the product made by a third party. It is the sole responsibility of the Client not to infringe on any copyright, trademark or design-right of the original manufacturer specified.

Client warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, Client is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

End Of Scope of Services

Architectural/Engineering Services Master Agreement

THIS ARCHITECTURAL/ENGINEERING MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, by and through its Commission, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "CITY",) and **THE LUNZ GROUP,** 615 Celebration Avenue, FL 34747, whose Federal Identification Number is: 59-2853955 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY requires certain architectural and/or engineering services to be performed in the City of Kissimmee; and,

WHEREAS, the CITY has solicited for these professional services via RFQ2023-006, an advertised request for qualifications (the "RFQ"), and has received numerous responsive bids thereto; and

WHEREAS, the CONSULTANT remains agreeable to providing the CITY the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the CITY and the CONSULTANT (collectively, the "Parties") hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Mayor, The City of Kissimmee Commission (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.

2.0 **CONSULTANT –SERVICES -- GENERAL**

2.1 The CONSULTANT shall provide the CITY complete architectural and engineering services necessary to provide construction documents and administration for various projects (individually a "Project" and collectively, the "Projects") throughout the Term, as may be further specifically designated and authorized by the CITY in writing. Such authorization shall be in the form of either a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO"), and all provisions of this Agreement shall apply to the CSA or CPO with full force and effect as if appearing in full within each CSA or CPO. Each CSA or CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution. When the CONSULTANT and the CITY enter into a CSA or CPO where the term thereof expires on a date that is later than the date of this Agreement, the

CONSULTANT and the CITY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA or CPO, as applicable, have been performed. Cancellation by the CITY of any remaining service prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

2.2 The CONSULTANT is not authorized to undertake any Project without a duly executed CSA or CPO, which shall specify the work to be performed. The CONSULTANT recognizes that the CITY may employ several different CONSULTANTs and engineers to perform the services described herein and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 In addition to the services described in this Section 2.0, the RFQ, the Consultant's responsive proposal thereto, and otherwise set forth and described in the body of this Agreement, the CONSULTANT may also be authorized to perform, via a duly executed CSA or CPO, any or all of those services set forth and further described in **Exhibit "B"**, attached hereto and incorporated herein (collectively, the "Services").

3.0 Project Administration Services

3.1 The CONSULTANT shall manage the CONSULTANT'S services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings, and communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT'S sub-consultants with those services provided by the CITY and the CITY'S consultants.

3.2 When Project requirements have been sufficiently identified, the CONSULTANT may be required to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and Substantial Completion of the Work.

3.3 The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

3.4 Upon request of the CITY, the CONSULTANT shall make a presentation to explain the design of the Project to representatives of the CITY.

3.5 The CONSULTANT shall submit design documents to the CITY at intervals

appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on approvals received from the CITY in the further development of the design.

3.6 The CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the CITY'S budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget, and the CITY shall cooperate with the CONSULTANT in making such adjustments.

3.7.2 Evaluations of the CITY'S budget for the Project, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the CONSULTANT'S judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the CONSULTANT'S methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY'S budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

3.7.3 In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY'S budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the CITY, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the CITY elects to revise the Project scope to reduce the Cost of the Work, then the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 **Evaluation and Planning Services**

4.1 **The CITY may furnish a program setting forth the CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.** The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or consultant services that may be reasonably needed for the Project.

4.2 The CONSULTANT shall provide a preliminary evaluation of the CITY'ssite for the Project based on the information provided by the CITY of site conditions, and the CITY'S program, schedule and budget for the Cost of the Work.

5.0 **Design Services**

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The CONSULTANT shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the CONSULTANT's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and the CONSULTANT; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of design documents shall be delivered to the CITY for review and approval, at the 50% Construction Document Phase, the 100% Construction Document to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. CITY comments shall be incorporated into the next phase of the work. CONSULTANT is entitled to rely upon CITY'S approval that the design conforms to the program at each stage. The CITY and the CONSULTANT agree that they shall not proceed to the next phase, including the Construction Phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the CITY.

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

6.1.1 The CONSULTANT shall provide administration of the Contract between the CITY and the Contractor as set forth in the CITY'S Agreement with their Contractor.

6.1.2 The CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the CITY of the final Certificate for Payment. However, the CONSULTANT may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The CONSULTANT shall be a representative of, and shall advise and consult with, the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6.0 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.

6.1.5 The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the CITY'S behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 The CONSULTANT shall interpret and decide matters concerning performance of the CITY and Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

6.1.8 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

6.1.9 The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the CITY and CONSULTANT as provided in the Contract Documents. However, the CITY'S decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become generally familiar with and to keep the CITY informed in writing about the

progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the CONSULTANT and Contractor shall communicate through the CITY. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT. The CONSULTANT shall respond to the CITY with the CONSULTANT'S written responses or correspondence within a reasonable length of time.

6.2.5 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT, with the CITY'S approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the CONSULTANT requires inspection or testing of the Work without the CITY'S prior approval, the Work is deemed acceptable, the CONSULTANT will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractor. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within ten (10) business days upon receipt to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT'S review shall not constitute approval of safety precautions or, unless otherwise

specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The CONSULTANT shall prepare Construction Change Directives and assist the City with the preparation of change orders and allowance authorizations for the CITY'S approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the CITY that the requested change be denied.

6.5.3 If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the

CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.

6.5.4 The CONSULTANT shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The CONSULTANT shall conduct site observations to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the CITY, for the CITY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The CONSULTANT'S site observations shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CONSULTANT of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The CONSULTANT shall receive from the Contractor and forward to the CITY: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

7.0 **Facility Operation Services**

7.1 The CONSULTANT shall meet with the CITY or the CITY'S Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the

CITY and the CITY'S Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

8.0 **Additional Services**

8.1 The CONSULTANT may be authorized, via a duly executed CSA or CPO, to perform any or all of the additional services as set forth and further described on **Exhibit "B"**.

8.2 The following minimum Design and Contract Administration Services shall be provided by the CONSULTANT without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CONSULTANT.

8.2.2 Up to two (2) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) site observations for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services shall be provided by the CONSULTANT as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by CITY;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the CITY'S consultants or contractors and making subsequent revisions to the Instruments of Service, with prior approval by CITY.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the CITY after the Guaranteed Maximum Price is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the CITY.

8.4 The CONSULTANT shall furnish or provide the following services only if specifically designated:

8.4.1 Programming
8.4.2 Land Survey Services
8.4.3 Geotechnical Services
8.4.4 Space Schematics/Flow Diagrams
8.4.5 Existing Facilities Surveys
8.4.6 Economic Feasibility Studies
8.4.7 Site Analysis
8.4.8 Environmental Studies and Reports
8.4.9 User-Supplied Data
8.4.10 Schedule Development and Monitoring
8.4.11 Civil Design
8.4.12 Landscape Design
8.4.13 Interior Design
8.4.14 Value Analysis
8.4.15 Cost Estimating
8.4.16 On-Site Project Representation
8.4.17 Construction Management
8.4.18 Start-up Assistance
8.4.19 Record Drawings
8.4.20 Post-Contract Evaluation
8.4.21 Tenant-Related Services
8.4.22 Underground Field Drainage

9.0 **Compensation**

9.1 In consideration of the Services provided by the CONSULTANT pursuant to this Agreement, the CITY shall pay CONSULTANT compensation which may be negotiated as either a not-to-exceed price or a lump sum amount, in the CITY's sole discretion.

9.2. In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "A"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

9.3 All invoices must reference this Agreement number, using an invoice form approved by the CITY.

9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be

delivered to:

The City of Kissimmee
Public Works & Engineering
Attention: Facilities Management Director
101 Church Street
Kissimmee, FL 34741

9.5 In order for both parties herein to close their books and records for a particular Project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY for such Project. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

9.6 Payment of the final invoice for any particular Project shall not constitute evidence of the CITY's acceptance of the Work or Services.

9.7 Pursuant to Section 9.2, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction.

9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the CONSULTANT. The amendment shall be based upon 7% of the additional cost of the work that has been added to the project where the CONSULTANT participated in the design process.

9.9 If the services of the CONSULTANT are changed as described in Section 47.2.1 or 47.2.2, the CONSULTANT'S compensation shall be adjusted. Such adjustment shall be computed as a fixed fee on a task-by-task basis, or, in the discretion of the CITY, in an otherwise equitable manner. Adjustments to the CONSULTANT'S compensation may be approved by the Facilities Management Director, providing the compensation adjustment does not exceed the amount specified in the applicable CSA or CPO.

9.10 Forty (40) calendar days shall be allowed for the CITY's inspection and approval of the goods and services for which any invoice has been submitted.

9.11 No deduction shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

9.12 If any work designed or specified by the CONSULTANT during any phase of service is abandoned or suspended in whole or in part, the CONSULTANT is to be paid for the service performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 **Reimbursable Expense**

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Osceola County)

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, for pre-approved out-of-county travel (excluding travel from home offices located outside of Osceola County to the Osceola County line).

10.4 Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Kissimmee Public Works and Engineering Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The CITY shall reimburse the CONSULTANT for any documents required over and above the number specified in this Agreement per the City's Reimbursable Schedule that is attached hereto as **Exhibit "C"**.

11.0 **Project Team**

11.1 The Project Team, including the CITY'S Designated Representative and the CONSULTANT's Designated Representative, shall be as specified in the applicable CSA or CPO.

11.2 The Commission (the "Board") hereby authorizes the CITY'S Designated Representative to act as the Board's agent and execute documents associated with a particular project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and permits from applicable agencies.

11.3 The persons or entities, in addition to the CITY'S Designated Representative, who have rights to review the CONSULTANT'S submittals to the CITY, shall be as specified in the applicable CSA or CPO.

11.4 The CITY'S other consultants and the CONSULTANT'S sub-consultants or any other person or entity retained at the CONSULTANT's expense shall be as specified in the applicable CSA or CPO.

12.0 Consultant's Standard of Care

12.1 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance of the CONSULTANT'S services which initially shall be consistent with the time periods established in the applicable CSA or CPO and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the CITY'S review, for the performance of the CITY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. The CONSULTANT or CITY shall not, except for reasonable cause, exceed time limits established by this schedule approved by the CITY.

12.2 The CONSULTANT'S Designated Representative, identified in the applicable CSA or CPO, shall be authorized to act on the CONSULTANT'S behalf with Respect to the Project.

12.3 The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT'S consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the CITY.

12.4 Except with the CITY'S knowledge and prior express written consent, the CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S

professional judgment with respect to the Project.

12.5 The CONSULTANT shall review laws, codes and regulations applicable to the CONSULTANT'S services. The CONSULTANT shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The CONSULTANT shall use skilled and competent personnel to perform the services.

13.0 **Insurance**

13.1 General Provisions

13.1.1 The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY .

13.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of the

CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the CITY.

13.1.4 Any failure by the CONSULTANT to comply with the requirements of this section to provide insurance, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance;

13.1.5 The CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

13.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All CONSULTANT's sub-consultants shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

13.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:
Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:
Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.4 Professional Liability Insurance. $2,000,000 for design errors and omissions, exclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific Project and time frame.

13.5 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each Project if required and agreed to under the applicable CSA or CPO for the Project.

13.6 Worker's Compensation. CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. $1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CITY and the CONSULTANT agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CITY) protect and hold the CITY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), and including, without limitation, any liability or loss resulting from judgments or claims for personal injury, including death, or damage to any property whatsoever, which directly or indirectly result from or arise in connection with (i) the failure of the CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT's performance

of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's sole negligence.

14.2.2 The CITY's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 Independent Contractor

15.1 The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance.

15.3 The CONSULTANT shall work closely with the CITY in performing Services under this Agreement.

15.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

15.5 The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 Authority to Practice

16.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 **Subcontracting**

18.1 The CITY reserves the right to accept the use of any proposed subcontractor or sub-consultant of the CONSULTANT (for purposes of this Section 18.0 referred to as a "subcontractor"), or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

18.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

19.0 **Federal and State Taxes**

19.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

20.0 **Public Entity Crimes**

20.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes apply to the CONSULTANT, relating to conviction for a public entity crime.

21.0 **CITY's Responsibilities**

21.1 The CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY's possession that may reasonably be required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the CITY.

22.0 **Termination of Agreement**

22.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

22.2 This Agreement may be terminated by the CITY with or without cause immediately upon receipt of seven (7) days' written notice to the CONSULTANT.

22.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction

through the date of termination.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the CITY, the CONSULTANT shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

23.0 Uncontrollable Forces (Force Majeure)

23.1 Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

23.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

24.0 **Governing Law and Venue**

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Osceola County.

25.0 **Non-Discrimination**

25.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 **Waiver**

26.1 A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 **Severability**

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 **Entirety of Agreement**

28.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

29.0 **Modification**

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the CITY and the CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both Parties.

30.0 **Successors and Assigns**

30.1 The CITY and the CONSULTANT each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other Party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment, which approval may be withheld in the CITY's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the City of Kissimmee Commission by executed amendment.

31.0 **Contingent Fees**

31.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 **Truth-In-Negotiation Certificate**

32.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate,

incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Certificate within one (1) year following payment.

33.0 **Ownership of Documents**

33.1 The CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Upon receipt of payment for approved services rendered, any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. The CONSULTANT is not liable for any damages, injury or costs associated with the CITY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

34.0 **Access and Audits**

34.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the City Auditor to the Commission shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 **Notice**

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City: **City of Kissimmee**
Public Works & Engineering Department
Facilities Management Division

101 Church Street
Kissimmee, FL 34741
Attn: Purchasing Director

As to Consultant: **The Lunz Group**
58 Lake Morton Drive
Lakeland, FL 33801

35.2 Notices shall be effective when received at the addresses specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the CITY.

36.0 **Service of Process**

As to City: City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

As to Consultant: **THE LUNZ GROUP**
58 Lake Morton Drive
Lakeland, FL 33801

37.0 **Key Personnel**

37.1 The CONSULTANT shall notify the CITY in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The CONSULTANT, at the CITY's request, shall remove without consequence to the CITY any subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CITY has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name:

Name:

38.0. **Annual Appropriations**

38.1 The CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Intentionally Deleted**

40.0 **Unauthorized Alien(s)**

40.1 The CONSULTANT shall not employ or utilize unauthorized aliens in the performance of the Services. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of this Agreement.

40.2 To verify employee eligibility, the CONSULTANT may avail itself of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

41.0 **Limitation of Liability**

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 **Default and Remedy**

42.1 If the CONSULTANT materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the CONSULTANT, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the CITY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CITY receives written notice of the default from the CONSULTANT, then the CONSULTANT shall have the right to immediately terminate this Agreement by delivering written notice to the CITY. Upon any such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all Services performed through the date of Agreement termination.

43.0 Attorneys' Fees and Costs

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 Public Records Law

44.1 CONSULTANT acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement.

44.2 CONSULTANT shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

44.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the CITY.

44.4 Questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, shall be directed to the CITY's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

45.0 **Americans with Disabilities Act**

45.1 The CONSULTANT shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but CITY shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). CITY and CONSULTANT further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the CONSULTANT to make the required modifications, such modifications shall be considered as Contingent Additional Services. Further, CITY acknowledges, that the ADA, including ADAAG, is a new law presenting numerous difficult interpretation issues. Accordingly, the CONSULTANT shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, any CSA or CPO issued hereunder, the CITY'S contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the CITY of all elements of the Project designed or specified by the CONSULTANT.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the CITY and equipment designed, specified, selected or specially provided for by the CONSULTANT, including the costs of management or supervision of construction or installation provided by a separate construction manager or CONSULTANT.

46.2.2 The Cost of the Work does not include the compensation of the CONSULTANT and the CONSULTANT'S sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the CITY.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Project is completed, in accordance with the contract documents and certified as such by the CITY and CONSULTANT.

46.3.2 The Project is suitable for full use and occupancy as determined by the CITY and CONSULTANT.

46.3.3 All Punchlist items have been completed or otherwise disposed of or accounted for to the CITY'S satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the CITY.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the CITY during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the CONSULTANT.

46.6 **Substantial Completion** means the Contractor has ascertained that the work or portions thereof is ready for the CITY and CONSULTANT substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the CITY and CONSULTANT prior to this inspection. After the CITY'S and CONSULTANT's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the CITY'S review. The CITY and CONSULTANT will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the CONSULTANT, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the CITY can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 Additional Terms and Conditions

47.1 INSTRUMENTS OF SERVICE

47.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT'S sub-consultants are Instruments of Service for use solely with respect to this Project. The CONSULTANT and the CONSULTANT'S sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the CONSULTANT grants to the CITY a nonexclusive license to reproduce the CONSULTANT'S Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the CITY shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the CONSULTANT'S sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the CITY shall refrain from making further reproductions of Instrument of Service. If and upon the date the CONSULTANT is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CITY to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The CITY shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT. However, the CITY shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and the CONSULTANT'S sub-consultants. The CITY agrees to pay the CONSULTANT a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The CITY shall not be responsible to pay the CONSULTANT for the use of the designs, drawings or specifications when used for reference purposes only.

47.1.4 If the CONSULTANT is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the CONSULTANT shall be the official records of the CONSULTANT'S service provided upon completion of the services and payment in full. The CITY shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the CONSULTANT harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the CITY without the CONSULTANT'S consent. Under no

circumstances shall transfer of drawings and other instruments of service on electronic media for use by the CITY, be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the CONSULTANT, including services required of the CONSULTANT'S sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the CONSULTANT'S control, or if the CONSULTANT'S services are affected as described in Section 47.2B-2. In the absence of mutual agreement in writing, the CONSULTANT shall notify the CITY prior to providing such services. If the CITY deems that all or part of such Change in Services is not required, the CITY shall give prompt written notice to the CONSULTANT, and the CONSULTANT shall have no obligation to provide those services. Except for a change due to fault of the CONSULTANT, Change in Services of the CONSULTANT shall entitle the CONSULTANT to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the CONSULTANT'S services for the Project, the CONSULTANT shall be entitled to an appropriate adjustment in the CONSULTANT'S schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the CITY that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the CITY'S schedule or budget, or procurement method;

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the CONSULTANT's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, CITY may choose to accelerate the completion of the Project so that it may be

completed in a shorter time period than would normally be required. Should the CITY choose to make this selection, it shall not be considered Fast Track, or in any way relieve the CONSULTANT of its responsibilities and obligations set forth herein.

47.4 PURSUANT TO FLORIDA STATUTES SECTION §558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT OF THE LUNZ GROUP (ARCHITECT) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Attest:

Linda Hansell
CITY CLERK

By: Linda S. Hansell
City Clerk

CITY OF KISSIMMEE,
a Municipal Corporation of the
State of Florida

By: Olga Gonzalez
Mayor
City of Kissimmee Commission

Date Approved by Commission: 02/20/2024

Reviewed as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney's Office Date

CONSULTANT

Attest:

Corporate Secretary

By:

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2024, by means of ☑ physical presence or ☐ online notarization, by Bradley T. Lunz, AIA, LEED AP, GGP as President for The Lunz Group, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary:
Print Name: EDEN F. KONISHI
My Commission Expires: 05·26·2025

EDEN F. KONISHI
Notary Public-State of Florida
Commission # HH 134890
My Commission Expires
May 26, 2025

EXHIBIT "A"

HOURLY RATE SCHEDULE

THE LUNZ GROUP
Architecture | Interior Design

P. 863.682.1882
F. 863.687.6346

58 Lake Morton Drive
Lakeland, FL 33801 -5344

www.lunz.com
LIC: AR94778

CURRENT SCHEDULE OF FEES FOR PER DIEM SERVICES

DISCIPLINE	RATE/HOUR
Architect Principal	$225.00
Staff Architect	$175.00
Interior Designer	$135.00
Project Manager	$159.00
Senior Technical	$125.00
Junior Technical	$75.00
Clerical	$50.00

EXHIBIT "B"

SCOPE OF SERVICES

In accordance with Sections 2.3 and 8.1 of the Agreement, in addition to any other Services described in the Agreement, the RFQ, and the CONSULTANT's responsive proposal thereto, the CONSULTANT may also be authorized to perform any or all of those services set forth and further described below. In the event the CITY requests the CONSULTANT to furnish and perform any of the services listed and described in this Exhibit "B", those services shall be listed and incorporated in the applicable CSA or CPO issued for a particular Project.

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

1.1.1. Project Decision Structure
1.1.2. Project Directory
1.1.3. Consultation
1.1.4. Research
1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by CONSULTANT during the Design phases of the project)
1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
1.2.2. Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT's Consultants.

1.3. Agency Consulting/Review/Approval services, including:

1.3.1. Agency consultants
  1.3.1.1. City agencies
  1.3.1.2. Regional agencies
  1.3.1.3. State agencies
1.3.2. Research of critical applicable regulations.
1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the CONSULTANT's services throughout the design of the project. Key decision-making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the CONSULTANT to the following client representatives:

1.6.1. City of Kissimmee Commission
1.6.2. Executive Task Force
1.6.3. User group(s)
1.6.4. Construction Manager

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/DATA COLLECTION

2.1. Space Needs Assessments

2.1.1. Macro Level Space Requirements Analysis
2.1.2. Macro Level Adjacency Requirements
2.1.3. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

2.2.1. Land Utilization
2.2.2. Building locations
2.2.3. Utility Systems
2.2.4. Surface and subsurface conditions (By Owner)
2.2.5. Vegetation (By Owner)
2.2.6. Survey (By Owner)
2.2.7. Land Use Restrictions
2.2.8. Historical analysis
2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

3.1.1. Functional Requirements Analysis
3.1.2. Interior Development Guidelines
3.1.3. Space Standards
3.1.4. Preliminary Program Space Estimates
3.1.5. Space and Equipment Program

3.1.6. Special Building System Requirements
3.1.7. Micro-Adjacency Requirements
3.1.8. Prepare Final Draft Program
3.1.9. Prepare Final Program Report

4. MASTER PLANNING

4.1 Prepare three different conceptual approaches for housing the space and parking requirements validated in the Needs Assessment. Include the following information, at a minimum:

4.1.1 Existing facility renovation recommendations
4.1.2 Site development planning issues (land utilization, pedestrian and vehicular circulation, parking, areas for expansion, stormwater retention/detention and landscape forms)
4.1.3 Architectural concepts. The architectural concepts will include blocking and stacking diagrams, massing studies and character sketches.

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
5.1.1.1. Conceptual Planning/Massing Options
5.1.1.2. Final Conceptual Site and Building Plans
5.1.1.3. Preliminary Sections and Elevations
5.1.1.4. Preliminary Selection of Building Systems and Materials
5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
5.1.1.6. Perspective sketch – eye level
5.1.1.7. Study model

5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
5.1.2.1. Plans, sections and elevations
5.1.2.2. Typical construction details
5.1.2.3. Three-dimensional sketch
5.1.2.4. Study model
5.1.2.5. Final materials selection
5.1.2.6. Equipment layouts

5.1.3. During the Contract Documents phase consisting of preparation of Drawings and Specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
- 5.2.1.1. A structural system
- 5.2.1.2. Alternate structural systems, if required

5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
- 5.2.2.1. Basic structural system and dimensions
- 5.2.2.2. Final structural design criteria
- 5.2.2.3. Foundation design criteria
- 5.2.2.4. Preliminary sizing of major structural components
- 5.2.2.5. Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
- 5.3.1.1. Energy source(s)
- 5.3.1.2. Energy conservation and controls system concepts
- 5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)
- 5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)
- 5.3.1.5. Plumbing
- 5.3.1.6. Fire protection
- 5.3.1.7. General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:
- 5.3.2.1. Approximate equipment sizes and capacities
- 5.3.2.2. Preliminary equipment layouts
- 5.3.2.3. Required space for equipment
- 5.3.2.4. Required chases and clearances
- 5.3.2.5. Acoustical and vibration control
- 5.3.2.6. Visual impacts

5.3.2.7. Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
- 5.4.1.1. Power service and distribution
- 5.4.1.2. Lighting
- 5.4.1.3. Communication and data outlet location systems
- 5.4.1.4. Fire detection and alarms
- 5.4.1.5. General space requirements
- 5.4.1.6. Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:
- 5.4.2.1. Criteria for lighting, electrical and communications systems
- 5.4.2.2. Approximate sizes and capacities of major components
- 5.4.2.3. Preliminary equipment layouts
- 5.4.2.4. Required space for equipment
- 5.4.2.5. Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
- 5.5.1.1. On-site utility systems
- 5.5.1.2. Fire protection systems
- 5.5.1.3. Drainage systems
- 5.5.1.4. Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. City shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.

5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.

5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
5.7.1.1.Types and qualities of finishes and materials for furniture, furnishings, and equipment.

5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
5.7.2.1. Interior construction of the Project
5.7.2.2. Special interior design features
5.7.2.3.Space planning
5.7.2.4. Materials, finishes and colors
5.7.2.5. Furniture and equipment layouts

5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

5.8.1. Design Development:
- 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.
- 5.8.1.2. Begin development of sign prototypes.
- 5.8.1.3. Develop preliminary location plans.

5.8.2. Construction document preparation.

5.8.3. Construction observation and submittal review.

5.8.4. Interior sign types to include:
- 5.8.4.1. Primary room ID (changeable name inserts in some locations).
- 5.8.4.2. Restroom ID.
- 5.8.4.3. Stairway ID and stairway level ID.
- 5.8.4.4. Building Code required ID.
- 5.8.4.5. Fire exit plan.
- 5.8.4.6. Building directories.

5.8.5. Exterior sign types include:
- 5.8.5.1. Main entrance identification.
- 5.8.5.2. Vehicular directional.
- 5.8.5.3. Regulatory / Warning identification.
- 5.8.5.4. Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.8.6. Donor Recognition / Dedication Plaques – Prepare conceptual designs illustrating a graphic solution to recognize a significant donor for the facility.

5.9. Materials Research/Specifications:

5.9.1. During the Schematic Design phase consisting of:
- 5.9.1.1. Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
- 5.9.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.

5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
- 5.9.2.1. Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
- 5.9.2.2. Coordination of similar activities of other disciplines.

5.9.2.3. Production of design manual including design criteria and outline specifications or material lists.

5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:

5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).

5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.9.3.4. Coordination of the development of Specifications by other disciplines.

5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the Architect/Engineer shall provide the Owner with two (2) sets of drawings and specifications. At the conclusion of Construction Documents one set of reproducibles will also be made available to the City for printing of Bid Documents by the City or the Construction Manager.

6. BIDDING OR NEGOTIATION SERVICES

6.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:

6.1.1. Coordination

6.1.2. Reproduction by Owner

6.1.3. Completeness review

6.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. **Bidding/Negotiation services** consisting of:

6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. **Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

7.1. **Submittal Services** consisting of:

7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.

7.1.2. Distribution of submittals to Construction Manager.

7.1.3. Related communications.

7.2. **Observation services** consisting of periodic visits by the Project Manager or Project CONSULTANT to the site at intervals appropriate to the state of the work or as otherwise agreed by the Owner and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Periodic site visits by other staff to observe the progress of the project.

7.3. **Responses to Requests for Information (RFI)**

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents.

7.4. **Supplemental Documentation services** consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.

7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner -relative to changed requirements and schedule revisions.

7.5. **Quotation Requests/Change Orders** consisting of:

7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.

7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.

7.5.3. Review and recommendations relative to changes in time for Substantial Completion.

7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.

7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.
7.6.2. Evaluation of Applications for Payment and certification thereof.
7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.
7.7.2. Rendering written decisions.

7.8. Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
7.8.2. Recommendation of the amounts to be withheld until final completion.
7.8.3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
7.8.4. Issuance of Certificate(s) of Substantial Completion.
7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.
7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.
7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
7.8.8. Issuance of final Certificate(s) for Payment.
7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.
8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.
8.1.4. Transmittal one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on CD.

8.2. Warranty Review consisting of:

8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee):

9.1. Owner-Provided Services:

9.1.1. Environmental assessment of site, if necessary.
9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
9.1.3. Printing of all Contract Documents issued for bidding and construction.
9.1.4. Distribution of Contract Documents to Construction Manager for estimating and bidding purposes.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

9.2.1. Design and documentation for the required mock-up.
9.2.2. Construction administration of mock-up construction activities.
9.2.3. Arrangements for testing performance of mock-up.
9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum

value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be complete at a stage no later than the completion of schematic design, or may pay a mutually negotiated sum "at the time the services are requested" to CONSULTANT to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to CONSULTANT for its review and adequate time will be provided for CONSULTANT to respond to these recommendations. CONSULTANT may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and CONSULTANT. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that CONSULTANT shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

9.5. **Commissioning –** The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. CONSULTANT would prepare this service in conjunction with an independent contractor experienced in such activities.

9.6. **Structural Blast Resistance -** Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require an additional blast consultant to be obtained.

9.7. **Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan CONSULTANT will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

9.7.1. **Schematic Design (SDs):** CONSULTANT will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, CONSULTANT will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.

9.7.2. **Design Development (DDs):** CONSULTANT will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. CONSULTANT will provide one person for 1

day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.

9.7.3. **Construction Documents (CDs):** Upon completion of this review, CONSULTANT will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, CONSULTANT will provide, at the completion of the Construction Documents phase, two (2) copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. CONSULTANT will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.

9.7.4. **Bidding:** CONSULTANT will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.

9.7.5. **Construction Administration (CA):** CONSULTANT will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion CONSULTANT will provide two persons for one day (16 hours total) to review and test the Electronic Security System.

9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design** - The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1. Assistance Stations
9.7.6.2. Parking Area Equipment (cameras, card access control)
9.7.6.3. Wireless Duress
9.7.6.4. Hydraulic Barriers
9.7.6.5. Biometrics
9.7.6.6. Perimeter protection systems
9.7.6.7. Post Construction Services: CONSULTANT will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

EXHIBIT C

SCHEDULE OF REIMBURSABLES

1. Reproduction Cost

A.	Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet	
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet	
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet	
8 ½ x 14 (color)	$ 0.30/page	$ 0.40/sheet	
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet	
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet	
9 ½ x 24 Single Side Only	$ 1.00/page		
17 x 22 Single Side Only	$ 2.00/page		
18 x 24 Single Side Only	$ 2.00/page		
24 x 36 Single Side Only	$ 3.00/page		
30 x 30 Single Side Only	$ 5.00/page		
32 x 34 Single Side Only	$ 5.00/page		
Other sizes-per square inch	$ 0.03/page		
Compact Digital Disk	$ 6.00/disk		
B. Blueprint Copy		$10.00/page	

2. Subcontractor Services — Actual Costs

3. Special Consultants — Actual costs

4. Telecommunications
   A. Local — Non-reimbursable
   B. Non-Local — Actual Costs

5. Computer Services — Non-reimbursable

6. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook

7. Postage, Fed Express, UPS — Actual Costs

8. Pre-approved Equipment
   (includes purchase and rental of equipment used in project) Actual Costs

EXHIBIT D

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP2023-006 PROJECT NAME: Architectural and Engineering Services

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

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

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

Attest:

Corporate Secretary

CONSULTANT

By: _____

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2024, by means of ☑ physical presence or ☐ online notarization, by Bradley T. Lunz, AIA, LEED AP, GGP as President for The Lunz Group, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

EDEN F. KONISHI
Notary Public-State of Florida
Commission # HH 134890
My Commission Expires
May 26, 2025

Notary: _____
Print Name: EDEN F. KONISHI
My Commission Expires: 05.26.2025

ITEM 7.J
Supplemental Agreement No. 2 for West Oak Street Improvements

Request

Request approval to execute Supplemental Agreement No. 2 to the Local Agency Program (LAP) Agreement G2962 between the City of Kissimmee and the Florida Department of Transportation (FDOT) (Contract #20250014) for the West Oak Street Intersection Improvements Project, increasing the agreement amount by $90,836.00 in federal funding at no cost to the City.

Explanation

The City maintains Local Agency Program (LAP) Agreement G2962 with the Florida Department of Transportation to support reimbursement of eligible project costs for the West Oak Street Intersection Improvements Project. Supplemental Agreement No. 2 to Agreement G2962 provides additional federal funding for the project and supports continued eligibility for reimbursement of eligible expenses.

Supplemental Agreement No. 2 was routed for signature pursuant to an existing resolution authorizing the City Manager or designee to execute LAP agreement amendments.

Approval of Supplemental Agreement No. 2 is requested to enable execution of the agreement by all parties, maintain project continuity, preserve funding eligibility, and ensure consistency with City approval procedures.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145656-506393 15100331-331490	PW2219 PW2219	Increase Increase	$49,247.69	$90,836.00 $90,936.00

Financial Summary:

The additional funding provided through Supplemental Agreement No. 2 is fully federally funded and does not require a local match.

Recommendation

Approval to execute Supplemental Agreement No. 2 to the Local Agency Program (LAP) Agreement G2962 between the City of Kissimmee and the Florida Department of Transportation (FDOT) for the West Oak Street Intersection Improvements Project, increasing the agreement amount by $90,836.00 in federal funding at no cost to the City.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Original LAP Agreement G29626 6 2022
2. LAP Supplemental Agreement No. 2 for W Oak St Improvements _Partially Executed

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 434916-1-58-01	FPN:	FPN:
Federal No (FAIN): D518 104 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date: 05/27/2022	Federal Award Date:	Federal Award Date:
Fund: ACSU	Fund:	Fund:
Org Code: 55054010508	Org Code:	Org Code:
FLAIR Approp: 088717	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: 92 Contract No: G2962
Recipient Vendor No: F596000348006 Recipient Unique Entity ID SAM No: DPHBBJP7RHY3

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 6/6/2022 | 4:25 PM EDT, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and the City of Kissimmee ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the West Oak Street Intersection Improvements at John Young Parkway project, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before March 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,341,938.00 (One Million Three Hundred Forty-One Thousand Nine Hundred Thirty-Eight Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,341,938.00 (One Million Three Hundred Forty-One Thousand Nine Hundred Thirty-Eight Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

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provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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

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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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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f. ☒ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☒ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A.

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF KISSIMMEE

By: _____

Name: Mike Steigerwald
Title: City Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: C. Jack Adkins
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Name: C. Jack Adkins
Title: Director of Transportation Development

Legal Review:

DocuSigned by: Daniel McDermott
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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 434916-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Kissimmee (the Recipient)

PROJECT LOCATION:

☒ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

This project includes the construction of roadway improvements at the intersection of West Oak Street and John Young Parkway (State Road 600 / US 17 / US 92) in the City of Kissimmee. The project limits along West Oak Street begin approximately 662 feet west of John Young Parkway and end at approximately 607 feet east of John Young Parkway. The total length, along West Oak Street, is approximately 0.242 miles.

Improvements include widening West Oak Street to provide continuous through lanes along Oak Street, while maintaining the right and left turn lanes from the westbound direction and the left turn lane from the eastbound direction at the John Young Parkway intersection. The right turn only lane from the eastbound direction will be changed to a through lane, removing the right turn only restriction. The project will also include asphalt milling, overbuild and resurfacing, new asphalt pavement including base and stabilization, signalization, lighting, drainage improvements including underdrains, curb and gutter, traffic separators, sidewalks including a parcel access ramp, gravity wall, guiderail/handrail, driveway reconstruction, detectable warning surfaces, signing and pavement markings, and landscaping. Mobilization, maintenance of traffic, erosion control, clearing & grubbing, concrete removal, earthwork, and sod are also included.

All pedestrian features shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required. All work will be constructed within the existing or acquired right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation on a quarterly basis. The initial invoice and progress report will be submitted within 180 days of the Department's Notice to Proceed and quarterly thereafter. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

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a) Construction contract to be let (Bid Opening) by July 21, 2022.
b) Construction Duration of 418 calendar days.
c) Construction to be completed (Final Acceptance) by November 4, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

CEI services for this project are being provided through the District's Continuing Services CEI contract (CSC). Federal funds in the amount of $328,312.00, representing the negotiated CEI contract amount, have been programmed on the project (434916-2-62-01). Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act). The Recipient will be solely responsible for CEI costs for federally ineligible items that require CEI services.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Kissimmee 101 Church Street, Suite 301 Kissimmee, Florida 34741-5054	434916-1-58-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2021-2022 (LAP)	$ 1,341,938.00	$ 0.00	$ 0.00	$ 1,341,938.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 1,341,938.00	$ 0.00	$ 0.00	$ 1,341,938.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,341,938.00	$ 0.00	$ 0.00	$ 1,341,938.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

DocuSigned by:
Precious L. Lewis
738E143F5C974E3...
Signature

6/6/2022 | 4:00 PM EDT
Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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RESOLUTION NO. 06-2022

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE CITY MANAGER IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM AGREEMENT FOR WEST OAK ST AT JOHN YOUNG PARKWAY IMPROVEMENTS, FPN 434916-1-58-01.

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

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the West Oak Street at John Young Parkway improvement,

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 434916-1-58-01.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee that Mike Steigerwald, City Manager is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 434916-1-58-01.

DONE AND RESOLVED this 3rd day of May 2022.

This Resolution shall take effect immediately upon its passage.

Dated this 3rd day of May, 2022.

ATTEST:

Olga Gonzalez
Mayor-Commissioner

Linda S Hansell
City Clerk

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount:	**$1,341,938.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:

   a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

   b) Properly mulch plant beds;

   c) Keep the premises free of weeds;

   d) Mow and/or cut the grass to the proper length;

   e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

   f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

   The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

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EXHIBIT "M"
ROADWAY LIGHTING MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

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EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

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8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

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EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

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g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

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p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

To: Kristen.Webb@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2962

6/1/2022

CONTRACT INFORMATION

Contract:	G2962
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	KISSIMMEE, CITY OF
Vendor ID:	F596000348006
Beginning Date of This Agreement:	05/31/2022
Ending Date of This Agreement:	03/31/2024
Contract Total/Budgetary Ceiling:	ct = $1,341,938.00
Description:	West Oak Street Intersection Improvements at John Young Parkway

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/1/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55054010508
Expansion Option:	AF
Object Code:	780000
Amount:	$1,341,938.00
Financial Project:	43491615801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2022
Budget Entity:	55150200
Category/Category Year:	088717/22
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $1,341,938.00

DocuSign

Certificate Of Completion

Envelope Id: C19E8F3FA3FE40E7BDCF2456B04390E3
Status: Completed
Subject: Please DocuSign: 434916-1-58-01 (G2962) - LAP - Kissimmee - West Oak St @ JYP .pdf
Contract Number (ex. C9A12, optional): G2962
Document Contains Confidential Information?: No
Fin Proj Num (ex.123456-1-32-01, Optional): 434916-1-58-01
Office (contact Procurement if add is needed):
Local Programs
HR Action?: No
Source Envelope:
Document Pages: 34
Signatures: 3
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Lorien Wise
605 Suwannee Street
MS 20
Tallahassee, FL 32399-0450
Lorien.Wise@dot.state.fl.us
IP Address: 156.75.252.6

Record Tracking

Status: Original
6/2/2022 3:31:13 PM
Holder: Lorien Wise
Lorien.Wise@dot.state.fl.us
Location: DocuSign

Signer Events	Signature	Timestamp
Precious L. Lewis Precious.Lewis@dot.state.fl.us District Local Program Administrator Florida Department of Transportation Security Level: Email, Account Authentication (None)	DocuSigned by: Precious L. Lewis 738E143F5C974E3... Signature Adoption: Pre-selected Style Signed by link sent to Precious.Lewis@dot.state.fl.us Using IP Address: 156.75.252.6	Sent: 6/2/2022 3:38:26 PM Viewed: 6/6/2022 3:59:38 PM Signed: 6/6/2022 4:00:36 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Daniel McDermott Daniel.McDermott@dot.state.fl.us Senior Attorney FL DOT Signing Group: D5 General Law Legal Group Security Level: Email, Account Authentication (None)	DocuSigned by: Daniel McDermott 585E81E26BBA45C... Signature Adoption: Pre-selected Style Signed by link sent to Daniel.McDermott@dot.state.fl.us Using IP Address: 156.75.252.6	Sent: 6/6/2022 4:00:39 PM Viewed: 6/6/2022 4:19:30 PM Signed: 6/6/2022 4:22:52 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
C. Jack Adkins jack.adkins@dot.state.fl.us Director of Transportation Development FDOT Security Level: Email, Account Authentication (None)	DocuSigned by: C. Jack Adkins 1752524FC337485... Signature Adoption: Pre-selected Style Signed by link sent to jack.adkins@dot.state.fl.us Using IP Address: 156.75.252.6	Sent: 6/6/2022 4:22:56 PM Viewed: 6/6/2022 4:25:47 PM Signed: 6/6/2022 4:25:56 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kim Kipp Kim.kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/6/2022 4:00:40 PM
Linda Lee Linda.Lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/6/2022 4:00:41 PM Viewed: 6/7/2022 11:22:22 AM
Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious L. Lewis Precious.Lewis@dot.state.fl.us Kristen Webb Kristen.Webb@dot.state.fl.us Lorien Wise Lorien.Wise@dot.state.fl.us Sarah McNamara Sarah.McNamara@dot.state.fl.us Signing Group: D5 Local Programs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/6/2022 4:26:00 PM Resent: 6/6/2022 4:26:07 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/2/2022 3:38:26 PM
Certified Delivered	Security Checked	6/6/2022 4:25:47 PM
Signing Complete	Security Checked	6/6/2022 4:25:56 PM
Completed	Security Checked	6/6/2022 4:26:00 PM

Payment Events	Status	Timestamps

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
2

FEDERAL ID NO. (FAIN)
D518 104 B

CONTRACT NO.
G2962

FEDERAL AWARD DATE
05/27/2022; 09/21/2023; 09/06/2024; 09/12/2024

FPN
434916-1-58-01

RECIPIENT UNIQUE ENTITY ID SAM NO.
DPHBBJP7RHY3

Recipient, the City of Kissimmee, and the Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on June 6, 2022 and amended on October 31, 2024 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name West Oak Street Intersection Improvements Length ~ 0.242 miles

Termini at John Young Parkway

Description of Work:

This project includes the construction of roadway improvements at the intersection of West Oak Street and John Young Parkway (State Road 600 / US 17 / US 92) in the City of Kissimmee. The project limits along West Oak Street begin approximately 662 feet west of John Young Parkway and end at approximately 607 feet east of John Young Parkway. The total length, along West Oak Street, is approximately 0.242 miles.

Improvements include widening West Oak Street to provide continuous through lanes along Oak Street, while maintaining the right and left turn lanes from the westbound direction and the left turn lane from the eastbound direction at the John Young Parkway intersection. The right turn only lane from the eastbound direction will be changed to a through lane, removing the right turn only restriction. The project will also include asphalt milling, overbuild and resurfacing, new asphalt pavement including base and stabilization, signalization, lighting, drainage improvements including underdrains, curb and gutter, traffic separators, sidewalks including a parcel access ramp, gravity wall, guiderail/handrail, driveway reconstruction, detectable warning surfaces, signing and pavement markings, and landscaping. Mobilization, maintenance of traffic, erosion control, clearing & grubbing, concrete removal, earthwork, and sod are also included.

All pedestrian features shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required. All work will be constructed within the existing or acquired right of way.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Funding for Construction that includes the authorized and encumbered Federal funding and the Local Funding contribution on the project shall be increased to an amount equal to the Recipient's current construction contract amount of $3,341,154.00 plus the estimated amount of $90,836.00. This results in an estimated increase of total construction funding by $90,836.00. Federal funding will be increased by $90,836.00, which is the difference between previous federal funding of $3,225,923.00 and the current federal funding of $3,316,759.00. Local Funds will remain the same at $115,231.00.

This Supplemental Agreement (SA) is required to adjust (increase) the Federal funding due to a modification required in the Davis-Bacon Wage Rate Decision applicable for this project. The FDOT EEO Construction Contract Compliance Manual, Table 6.2.3.1 Common USDOL Rules Guiding Wage Determinations, states that if the construction contract is not awarded within 90 days after the bid letting, the most current Wage Determination shall apply to the contract. The bid opening for this project occurred on 6/10/2024 and the award of the contract occurred on 10/15/2024. The 127-day difference exceeds 90 days and therefore the most current Wage Determination shall apply to the project.

The construction contract was executed on 10/15/2024 and included outdated Wage Rate Decision Number FL20240181, published January 2024. The construction contract was revised via executed Contract Change Order Number 2 and incorporates the correct Wage Rate Decision Number FL20240263, published September 2024.

This SA and associated Federal funding increase is determined to be federal aid eligible. The estimated Federal funding is a placeholder for the actual amount to be supported by contractor payroll verification performed by the Consultant CEI, Consultant RCS and City personnel. It is based off the actual hours worked documented through the contractor's certified payrolls and the delta in the wage rates for each labor classification.

2. Revisions to the federal and local funding amounts attributed to the amounts referenced above are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance, and in Exhibit "E", Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein.

3. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

The remainder of this page is intentionally left blank.

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741-5054

FINANCIAL PROJECT NUMBER: 434916-1-58-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction						
FY: 2021-2022 (LAP)	$1,341,938.00	$0.00	$1,341,938.00	$0.00	$0.00	$1,341,938.00
FY: 2024-2025 (LAP)	$1,999,216.00	$0.00	$1,999,216.00	$115,231.00	$0.00	$1,883,985.00
FY: 2025-2026 (LAP)	$0.00	$90,836.00	$90,836.00	$0.00	$0.00	$90,836.00
Total Construction Cost	$3,341,154.00	$90,836.00	$3,431,990.00	$115,231.00	$ 0.00	$3,316,759.00
Construction Engineering and Inspection (CEI)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$3,341,154.00	$90,836.00	$3,431,990.00	$115,231.00	$ 0.00	$3,316,759.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature

Date

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF KISSIMMEE

By:_____

Name: Mike Steigerwald

Title: City Manager

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____

Name: James S. Stroz, Jr., P. E.

Title: Director of Transportation Development

Date:_____

Legal Review:

_____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Docusign Envelope ID: 3266A2E5-F9B4-47D2-87E2-F465F857EF92

RESOLUTION NO. # 31-2024

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE CITY MANAGER IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO.1, AND ANY SUBSEQUENT DOCUMENTATION OR AMENDMENTS FOR THE WEST OAK STREET INTERSECTION IMPROVEMENTS PROJECT - FPN 434916-1-58-01

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

WHEREAS, the State of Florida Department of Transportation and City of Kissimmee desire to facilitate the West Oak Street Intersection Improvements Project and,

WHEREAS, the State of Florida Department of Transportation has requested City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 434916-1-58-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of City of Kissimmee Commissioners that Mike Steigerwald, City Manager is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement # 1, and any subsequent documentation or amendments to the Local Agency Program Agreement for the aforementioned project, FPN 434916-1-58-01.

DONE AND RESOLVED this 15th day of October, 2024.

This Resolution shall take effect immediately upon its passage.

Dated this 15th day of October, 2024.

ATTEST:

KISSIMMEE Founded 1883 IN GOD WE TRUST

Olga Gonzalez

Mayor-Commissioner

Tameara Crespo

City Clerk

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$3,316,759.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

Harbour

AUDIT TRAIL

LAP SA#2 - Kissimmee - W Oak St Improvements (Grant #WOAKJYP22)

FILE	LAP SA#2 - Kissimmee - W Oak St Improvements (Grant #WOAKJYP22)_Mike Steigerwald_Apr-08-2026_completed.pdf (501.10 KB)
DOCUMENT REF ID	HBRREF-7d6371d9fd984e36a7dde96a8d6df5ef
FILE VERIFICATION ID	sRceuA6dcWdlV+1tguUp4w== (md5hash base64)
STATUS	Completed (April 8th 2026 13:22:19 UTC)

DOCUMENT HISTORY

CREATED
Agreement Created by Lucia Gonzalez (lgonzalez5129@intra.kissimmee.org)
Agreement Type: EMAILS
April 7th 2026 15:48:23 UTC

SIGNED
Agreement Signed by Mike Steigerwald
April 8th 2026 13:22:19 UTC
US FL • • •
Signer Email: mike.steigerwald@kissimmee.gov

COMPLETED

ITEM 7.K
Annual Report and Local Housing Incentives Certifications - SHIP Program

Request

Request approval for the SHIP Annual Report and Local Incentives Certification covering the years 2019-2020, 2020-2021, 2021-2022, and 2022-2023.

Explanation

The SHIP Annual Report and Local Incentives Certification is required for Florida local governments to remain eligible for State Housing Initiatives Partnership (SHIP) funding. The certification verifies that the jurisdiction has implemented approved affordable housing incentives, such as expedited permitting processes and regulatory reforms, to support and facilitate affordable housing development. This certification must be submitted electronically at the same time as the SHIP Annual Report.

The closeout SHIP Annual Reports for 2020, 2021, 2021, and 2022 were submitted to the Florida Housing Finance Corporation (FHFC) and accepted without the certifications due to approved extensions for submitting the reports.

Recommendation

Approval of the SHIP Annual Report and Local Incentives Certification for the years 2019-2020, 2020-2021, 2021-2022, and 2022-2023.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) Annual Report and Local Housing Incentives Certification Forms for 2019-2020, 2020-2021, 2021-2022, and 2022-2023

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of **City of Kissimmee** (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout of fiscal year **2019-2020** and interim fiscal year **2020-2021**.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be **$0**.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be **$0.**

Staff Member responsible for submitting annual report to FHFC: **Frances De Jesus, HCD Manager.**

Witness Signature Date	Chief Elected Official or Designee Signature Date
	Mayor Jackie Espinosa
Witness Printed Name	Chief Elected Official or Designee Printed Name
Witness Signature Date	
Witness Printed Name	
or	
	ATTEST (Seal)
Signature Date	

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of **City of Kissimmee** (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout of fiscal year **2020-2021** and interim fiscal year **2021-2022**.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be **$0**.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be **$0.**

Staff Member responsible for submitting annual report to FHFC: **Frances De Jesus, HCD Manager.**

Witness Signature Date	Chief Elected Official or Designee Signature Date
	Mayor Jackie Espinosa
Witness Printed Name	Chief Elected Official or Designee Printed Name
Witness Signature Date	
Witness Printed Name	
or	
	ATTEST (Seal)
Signature Date	

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of **City of Kissimmee** (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout of fiscal year **2021-2022** and interim fiscal year **2022-2023**.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be **$0**.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be **$0.**

Staff Member responsible for submitting annual report to FHFC: **Frances De Jesus, HCD Manager.**

Witness Signature Date	Chief Elected Official or Designee Signature Date
	Mayor Jackie Espinosa
Witness Printed Name	Chief Elected Official or Designee Printed Name
Witness Signature Date	
Witness Printed Name	
or	
	ATTEST (Seal)
Signature Date	

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Annual Report and Local Housing Incentives Certification

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2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be **$0**.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be **$0.**

Staff Member responsible for submitting annual report to FHFC: **Frances De Jesus, HCD Manager.**

Witness Signature Date

Witness Printed Name

Witness Signature Date

Witness Printed Name

or

Signature Date

Chief Elected Official or Designee Signature Date

Mayor Jackie Espinosa

Chief Elected Official or Designee Printed Name

ATTEST (Seal)

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ITEM 7.L
Repairs of Neptune Road Bridge over Neptune Canal

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 repairs of the Neptune Road Bridge over the Neptune Canal in the amount of $307,312.50, with a 7% contingency, for a total amount of $328,824.38, and authorization for the City Manager or designee to execute any related documents or change orders necessary to carry out the terms of this contract.

Explanation

This request addresses structural degradation identified in the Florida Department of Transportation (FDOT) bridge inspection report for Structure ID #924166. The report identified deterioration caused by excessive erosion and tidal scour.

The proposed repairs will address the identified deficiencies and help prevent further deterioration of the bridge structure.

Issuance of the CSA under the existing Rapid Response Infrastructure Construction Services contract with Cathcart Construction Company will allow the City to proceed efficiently with construction activities, utilizing a contractor already under contract and familiar with the scope of work. Cathcart Construction Company has extensive experience addressing similar FDOT bridge deficiencies and has successfully completed comparable projects for municipalities throughout Central Florida.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445206-506393 10445206-506393	ST2306 ST26XX	Decrease Increase	$333,637.84	$328,824.00 $328,824.00

Financial Summary:

Adequate funding is readily available within the Sales Tax Fund accounts listed.

Recommendation

Approval to issue a Construction Services Authorization (CSA) under the existing Rapid Response Infrastructure Construction Services contract with Cathcart Construction Company, Florida, LLC, for the repairs of the Neptune Road Bridge over the Neptune Canal in the amount of $307,312.50, with a 7% contingency, for a total amount of $328,824.38, and authorization for the City Manager or designee to execute any related documents or change orders necessary to carry out the terms of this contract.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) CSA for Neptune Road Bridge Repairs
2. State Inspection Report Neptune Bridge
3. Kissimmee - Neptune Road Bridge Repairs
4. Master Agr for Rapid Response Infra Svc

CONSTRUCTION WORK AUTHORIZATION FOR REPAIR OF THE NEPTUNE ROAD BRIDGE

THIS CONSTRUCTION WORK AUTHORIZATION ("CWA") is issued pursuant to the **Rapid Response Infrastructure Construction Service Agreement #20260067** ("Piggyback Agreement") between the City of Kissimmee ("City") and Cathcart Construction Company, Florida LLC. ("Contractor"). All terms and conditions of the Piggyback Agreement are incorporated herein by reference.

WHEREAS, the Parties entered into the Piggyback Agreement on November 18, 2025, for Rapid Response Infrastructure Construction Services; and

WHEREAS, the City seeks the repair of the Neptune Road Bridge (the "Project") and the Contractor is available to perform the repairs and related services required for the Project pursuant to the Piggyback Agreement; and

WHEREAS, the Parties desire to enter into this CWA to memorialize the project-specific scope, schedule, compensation, and terms 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

The Contractor shall perform repairs and related services for the Neptune Road Bridge Project in accordance with the Rapid Response Infrastructure Construction Services request and the FDOT Report, attached hereto as Exhibit "B."

This scope is more fully described in Contractor's Proposal Neptune Road Bridge Repairs, attached hereto and incorporated herein as Exhibit "A."

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, based on an assumed 150 consecutive calendar days. Adjustments to the term associated with changes in the construction schedule shall be handled in accordance with the Piggyback Agreement.

3. COMPENSATION

A) **Method of Compensation:**

Compensation for services authorized under this CWA shall be on a unit price basis in accordance with the approved proposal and the rates and terms of the Piggyback Agreement.

B) **Fee Breakdown:**

Component	Amount
Mobilization	$17,187.50
Maintenance of Traffic	$12,750.00
Permitting	$1,500.00
Grouted Repairs per FDOT Report	$63,125.00
Remove/Replace rubble riprap	$155,875.00
Deck Joint repairs as per the FDOT Report	$54,375.00
Concrete Spalls repairs as per the FDOT Report	$2,500.00
Total CWA Compensation Authorized	$307,312.50

C) **Not-to-Exceed Amount: $307,312.50**

The total compensation authorized under this CWA, inclusive of Contractor labor, subcontractors, and reimbursable expenses, shall not exceed **Three Hundred Seven Thousand Three Hundred Twelve Dollars and Fifty Cents ($307,312.50)**. No amount in excess of this not-to-exceed amount shall be due unless authorized by the City Manager or designee.

4. SUBCONTRACTORS

Contractor is authorized to utilize the following subcontractors for the services covered by this CWA, subject to the terms of the Piggyback Agreement:

- Velasquez Construction Services LLC

Any additional or replacement subcontractors shall require prior written approval from the City in accordance with the Piggyback Agreement.

5. LIQUIDATED DAMAGES

None applicable unless otherwise stated by the Piggyback Agreement.

6. SPECIAL CONDITIONS / CLARIFICATIONS

A) Contractor 'Neptune Bridge proposal for repair and FDOT Report #924166 are attached to and made a part of this CWA as Exhibits A and B, respectively.

B) In the event of any conflict between the terms of this CWA and the Piggyback Agreement, the Piggyback Agreement shall control, except where this CWA expressly and specifically states otherwise.

C) Nothing in this CWA modifies the insurance, indemnification, standard of care, or other risk allocation provisions of the Piggyback Agreement.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this Construction Work Authorization, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

Cathcart Construction Company, LLC

By: Ryan [signature]

Title: Operations Manager

Date: 05-11-2026

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 11th day of May, 2026, by means of ☑ physical presence or ☐ online notarization by Bryan Whitmer as operations manager for Cathcart Construction Company-Florida, LLC, a Florida limited liability company, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Sean E Cosentino
My Commission HH 771051
Expires 2/24/2030

Notary: [signature]

Print Name: Sean E Cosentino

My Commission Expires: 02/24/30

CITY OF KISSIMMEE

By: _____

Jackie Espinosa, Mayor-Commissioner

Date:_____

ATTEST:

_____

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____

Kalanit Oded , City Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**

BY:	Engineering Operations LLC	STRUCTURE NAME:	CR-525 over Neptune Canal
OWNER:	4 City/Municipal Hwy Agy	YEAR BUILT:	1993
MAINTAINED BY:	4 City/Municipal Hwy Agy	SECTION NO.:	92 550 000
STRUCTURE TYPE:	2 Reinf Concrete Cont. - 01 Slab	MP:	0.661
LOCATION:	0.6 Mi. S of Main St.	ROUTE:	00525
SERV. TYPE ON:	5 Highway-Pedestrian	FACILITY CARRIED:	CR-525 Neptune Rd
SERV. TYPE UNDER:	5 Waterway	FEATURE INTERSECTED:	Neptune Canal

☐ FUNCTIONALLY OBSOLETE ☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 9/18/2025 UNDERWATER: 9/18/2025

SUFFICIENCY RATING: 73.8
HEALTH INDEX: 86.51

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**

BY:	Engineering Operations LLC	STRUCTURE NAME:	CR-525 over Neptune Canal
OWNER:	4 City/Municipal Hwy Agy	YEAR BUILT:	1993
MAINTAINED BY:	4 City/Municipal Hwy Agy	SECTION NO.:	92 550 000
STRUCTURE TYPE:	2 Reinf Concrete Cont. - 01 Slab	MP:	0.661
LOCATION:	0.6 Mi. S of Main St.	ROUTE:	00525
SERV. TYPE ON:	5 Highway-Pedestrian	FACILITY CARRIED:	CR-525 Neptune Rd
SERV. TYPE UNDER:	5 Waterway	FEATURE INTERSECTED:	Neptune Canal

☐ THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS

☐ THIS BRIDGE IS SCOUR CRITICAL

☐ THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION

☐ FUNCTIONALLY OBSOLETE ☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 9/18/2025 UNDERWATER: 9/18/2025

OVERALL NBI RATINGS:

DECK:	7 Good	CHANNEL:	5 Bank Prot Eroded
SUPERSTRUCTURE:	7 Good	CULVERT:	N N/A (NBI)
SUBSTRUCTURE:	7 Good	SUFF. RATING:	73.8
PERF. RATING:	Good	HEALTH INDEX:	86.51

FIELD PERSONNEL / TITLE / NUMBER:	INITIALS
Andrion, Luis - Bridge Inspector (CBI #00692) (lead)	LA
Gehry, Bill - Bridge Inspector (CBI #00574) / Lead Diver	
Daoust, Caden - Assistant Bridge Inspector / Diver	
Smith, Garrett - Assistant Bridge Inspector / Standby Diver	

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Ivey, Jonathan - Bridge Inspector (CBI #00540) JI

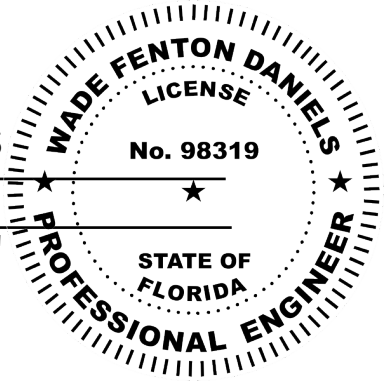
CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Daniels, Wade - Professional Engineer (PE #98319) Engineering Operations, LLC
604 N. Volusia Ave
Certificate of Authorization No. 32788
Orange City FL 32763

SIGNATURE: This item has been digitally signed and sealed by: Wade Daniels

DATE: 2025.11.10 09:34:00-05'00'

on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



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The official record of this document is the electronic file digitally signed and sealed under Rule 61G15-23.004, F.A.C.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**

All Elements

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	38 / 3	Re Concrete Slab	0	.	6361	99.83	11	0.17	0	.	6372 sq.ft
0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	11	100	0	.	11 sq.ft
0	1190 / 3	Abrasion(PSC/RC)	0	.	6361	100	0	.	0	.	6361 sq.ft

Element Inspection Notes:

38/3 CS3 (1080) = The slab in Span 1 has a spalled patch, 9in. L x 6in. W x 1-1/4in. D with up to 8in. of exposed rebar dowel on the west face at Abutment 1 - NO CHANGE. Refer to Photo 1. REPAIR. (1SF)

CS3 (1080) = The top of the slab in Span 1 has a spall, 1ft. 6in. L x 6in. W x 1-1/2in. D (previously 16in. L x 4in. W x 1 1/2in. D) in Lane 3, 2ft. right of the centerline at the Abutment 1 joint - INCREASE. Refer to Photo 2. REPAIR. (2SF)

CS3 (1080) = The slab in Span 1 has a painted over unsound patch, 4ft. L x 1ft. H, with an associated vertical crack, 10in. L x 1/32in. W, with light efflorescence on the west face at Bent 2 - DECREASE. Refer to Photo 3. REPAIR. (4SF)

CS3 (1080) = The slab in Span 3 has a failing patch, 2ft. L x 5in. W x 1in. D, in the left wheel path of Lane 1 - NEW. Refer to Photo 4. REPAIR. (2SF)

CS3 (1080) = The slab in Span 3 over Bent 3 on the east vertical face has a spall/delamination, 2ft. L x 10in. H x 1in. D - NEW. Refer to Photo 5. REPAIR. (2SF)

CS (1190) = The top of the slab has light abrasion - NO CHANGE. (6361SF)

CS1 = The top of the slab has full length longitudinal, and map cracks up to 1/64in. W throughout - NO CHANGE.

PREVIOUS CORRECTIVE ACTION EVALUATION:
Repair the spalled patch with an exposed rebar dowel on the west face at Abutment 1 - Not Completed.

Repair the spall on the top of the slab at the Abutment 1 joint, in Lane 3 - Not Completed.

Repair the spall/delamination/unsound patch on the west face at Bent 2 - Completed; however, is reoccurring as noted above.

1080/3 Refer to Parent Element

1190/3 Refer to Parent Element

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	301 / 3	Pourable Joint Seal	0	.	0	.	0	.	167	100	167 ft
0	2330 / 3	Seal Damage	0	.	0	.	0	.	167	100	167 ft

Element Inspection Notes:

301/3 CS4 (2330) = The joint sealant at both abutments has failed and the joints are filled dirt and vegetation - NO CHANGE. Refer to Photo 6. REPAIR (167FT)

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
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Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**

PREVIOUS CORRECTIVE ACTION EVALUATION:
Clean and reseal the expansion joints at both abutments - Not Completed.

2330/3 Refer to Parent Element

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8290 / 3	Channel	1	100	0	.	0	.	0	.	1 (EA)

Element Inspection Notes:

8290/3 CS1 = When comparing the current channel soundings to the 2023 Routine Inspection report there has been 4.6ft. of degradation at Bent 3 right, however when compared to the 2005 Routine Inspection report there has been less than 1ft. of change. This should continue to be monitored for future inspections - (NEW).

CORRECTIVE ACTION TAKEN:
The previously reported floating vegetation and debris in the channel has been repaired.

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	321 / 3	Re Conc Approach Slab	3262	98.25	0	.	58	1.75	0	.	3320 sq.ft
0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	3	100	0	.	3 sq.ft
0	4000 / 3	Settlement	0	.	0	.	55	100	0	.	55 sq.ft
0	510 / 3	Wearing Surfaces	2988	100	0	.	0	.	0	.	2988 sq.ft

Element Inspection Notes:

321/3 Note: The approach slabs are covered with an asphalt overlay with the exception of a 3ft. L section adjacent to the structure.

CS3 (4000) = The south approach slab at the northeast corner is undermined, up to 5ft. H x 11ft. W x 5ft. of penetration, primarily under the approach slab sidewalk, however, there is a 5ft. L x 4ft. W area of the approach roadway that is undermined - NEW. Refer to Photo 7. REPAIR. (55SF)

CS3 (1080) = The north approach slab at the southeast corner has a spall and failing patch, up to 1ft. L x 3in. W x 1in. D, adjacent to the Abutment 4 joint - NEW. Refer to Photo 8. REPAIR. (2SF)

CS3 (1080) = The south approach slab at the northeast corner has a spall, 1ft. L x 2-1/2in. W x 1in. D, in the left wheel path of Lane 2 - NEW. Refer to Photo 9. REPAIR. (1SF)

CS1 = The exposed portion of the approach slabs have full length longitudinal cracks up to 1/16in. W - NO CHANGE.

INCIDENTAL:
The approach barriers (tapered sections) are displaced outward up to 2-1/2in. This appears to be an as-built condition - NO CHANGE.

The northeast approach barrier has a gouge 5in. L x 1in. W x 3/8in. D in the traffic face, 4ft. from Abutment 4 - NO CHANGE.

1080/3 Refer to Parent Element

4000/3 Refer to Parent Element

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
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Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**

510/3 Refer to Parent Element

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	215 / 3	Re Conc Abutment	125	69.44	0	.	55	30.56	0	.	180 ft
0	1120 / 3	Efflorescence/Rust Staining	0	.	0	.	5	100	0	.	5 ft
0	6000 / 3	Scour	0	.	0	.	50	100	0	.	50 ft

Element Inspection Notes:

215/3 CS3 (6000) = Abutment 1 is undermined, 50ft. L x up to 3ft. 6in. H x full depth - NEW. Refer to Photo 10. REPAIR. (50FT)

CS3 (1120) = Both Abutment caps have full height vertical cracks up to 1/64in. W with efflorescence and rust staining - NO CHANGE. Refer to Photo 11. (5FT)

CS1 = The Abutment 4 cap has a diagonal crack 1ft. L x 1/32in. W in the top face at the east end - NO CHANGE.

INCIDENTAL:
Previously Noted:
There is graffiti on the Abutment 1 cap - NO CHANGE. Refer to Photo 12. REPAIR.

PREVIOUS CORRECTIVE ACTION EVALUATION:
Remove or paint over the graffiti on the west face of the west parapet and Abutment 1 cap - Partially Completed.

1120/3 Refer to Parent Element

6000/3 Refer to Parent Element

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	226 / 3	Pre Conc Pile	5	20	14	56	6	24	0	.	25 (EA)
0	1080 / 3	Delamination/Spall/Patched Area	0	.	1	14.29	6	85.71	0	.	7 (EA)
0	1190 / 3	Abrasion(PSC/RC)	0	.	13	100	0	.	0	.	13 (EA)

Element Inspection Notes:

226/3 Note: The quantity has been updated due to the 5 piles exposed at Abutment 1 due to the collapsed and eroded slope.

CS3 (1080) = Pile 2-8 has a spall/delamination 10in. L x 6in. W x 1/2in. D on the southeast corner, 28in. below the cap - NO CHANGE. Refer to Photo 13. (1EA)

CS3 (1080) = Pile 3-3 has a spall 12in. H x 3in. W x 3/4in. D on the southeast corner, 1ft. above the mudline - NO CHANGE. (Quantified Below).

CS3 (1080) = Pile 3-10 has a spall/delamination 8in. L x 4in. W x 1/2in. D on the northwest corner, 3ft. below the cap - NO CHANGE. (Quantified Below).

The following spalls were noted by the underwater inspectors - NO CHANGE:
CS3 (1080) = Pile 2-5 - southwest corner, 5 ft. below the cap, 16in. L x 4in. W x 3/4in. D spall. (1EA)
CS3 (1080) = Pile 2-6 - northeast corner, 5 ft. below the cap, 14in. L x 5in. W x 1-1/4in.

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BRIDGE MANAGEMENT SYSTEM
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Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**

D spall. (1EA)
CS3 (1080) = Pile 3-3 - southwest corner, 5-1/2 ft. below the cap, 14in. L x 4in. W x 3/4in. D spall. (1EA)
CS3 (1080) = Pile 3-4 - southwest corner, 7 ft. below the cap, 2 ft. L x 5in. W x 1in. D spall. (1EA)
CS3 (1080) = Pile 3-10 - southeast corner, 6 ft. below the cap, 10in. L x 2-1/2in. W x 3/4in. D spall. (1EA)
CS2 (1080) = Pile 2-2 - northeast corner at the mudline, 5in. L x 5in. W x 1in. D spall. (1EA)

CS2 (1190) = The piles typically have scaling up to 1/4in. D from the high waterline extending down 2ft. and insignificant edge spalls up to 6in. L x 6in. W x 1in. D - NO CHANGE. (13EA)

1080/3 Refer to Parent Element

1190/3 Refer to Parent Element

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	234 / 3	Re Conc Pier Cap	180.45	100	0	.	0	.	0	.	180.45 ft

Element Inspection Notes:

234/3 Note: 8in., 16in. and 24in. steel utilities are bearing on top of the bent caps along the left side of the structure.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8396 / 3	Other Abutment Slope Protection	8694	89.82	200	2.07	785	8.11	0	.	9679 (SF)
0	4000 / 3	Settlement	0	.	200	20.3	785	79.7	0	.	985 (SF)

Element Inspection Notes:

8396/3 Note: This element represents the sand-cement rip rap bag slope protection.

CS3 (4000) = Several sand-cement bags are missing and scattered throughout the channel - NO CHANGE. (35SF)

CS3 (4000) = The slope at the eastern half of Abutment 1 is missing all sand-cement bags and is eroded over a length of 50ft. exposing 5 piles at Abutment 1. The sand-cement bags at the southwest corner of the structure are settled and displaced over an area 25ft. L x 15ft. W x 30in. H at the southwest radius and extending under the western half of Span 1 - INCREASE. Refer to Photo 14. REPAIR. (750SF)

CS2 (4000) = The slope protection at Abutment 4 has settled and displaced sand-cement bags up to full length x 10ft. W, with minor loss of coverage at the lower rows at the west end - NO CHANGE. Refer to Photo 15. REPAIR. (100SF)

CS2 (4000) = The bottom rows of sand-cement bags have shifted towards the channel slightly in several areas leaving gaps between the bags - NO CHANGE. REPAIR (100SF)

CS1 = There are rooted trees and vegetation in the radius area at the northwest corner of the structure - NO CHANGE. Refer to Photo 16. REPAIR.

There is vegetation on the slopes in the radius areas - NO CHANGE.

There is a prestressed pile laying on the south slope from midspan to Pile 1-6 - NO

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**

CHANGE.

PREVIOUS CORRECTIVE ACTION EVALUATION:
Repair all settled and displaced areas of sand-cement bag slope protection - Not Completed.

Remove the trees growing on the slope protection at the northwest corner of the structure - Not Completed.

4000/3 Refer to Parent Element

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	331 / 3	Re Conc Bridge Railing	153	99.35	1	0.65	0	.	0	.	154 ft
0	1090 / 3	Exposed Rebar	0	.	1	100	0	.	0	.	1 ft

Element Inspection Notes:

331/3 CS2 (1090) = The east barrier wall has a painted over spall 4in. H x 1in. W x 1/2in. D with exposed rebar on the traffic face, over Bent 3 - NO CHANGE. (1FT)

1090/3 Refer to Parent Element

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	333 / 3	Other Bridge Railing	154	100	0	.	0	.	0	.	154 ft

Element Inspection Notes:

333/3 Note: This element represents the concrete curbs with aluminum bridge railing along each side of the structure.

Total Number of Elements*: 10
*excluding defects/protective systems

Structure Notes

BRIDGE OWNER: CITY OF KISSIMMEE

Bridge Ownership and Maintenance was transferred from Osceola a County to City of Kissimmee effective June 5, 2023.

This bridge is inventoried from south to north.

TRAFFIC RESTRICTIONS:
Based on the current load rating analysis dated 10/13/93, posting is not required. The structure is not posted.

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BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**

INSPECTION NOTES: HBIW 9/18/2025

LOAD CAPACITY EVALUATION: A cursory review of the current load rating analysis dated 10/13/93 was conducted during this inspection by Wade Daniels, P.E. on 10/14/2025. The findings of this review and inspection reveal no substantial deterioration, geometric changes or additional dead load to the bridge that warrant the need for a new load rating analysis; therefore, the current load rating is considered applicable.

A 12-month other inspection frequency has been set due undermining at the southeast corner of the structure and will continue until repairs are made. Only element 321 Re Conc Approach Slab (South approach slab only), 215 Re Conc Abut (Abutment 1 only) and 8396 Other Abut Slope Protections (south slope only) are to be inspected on a 12-month cycle.

Item (61) Channel was lowered from a (6) Bank Slumping to a (5) Bank Prot Eroded due to the undermining at Abutment 1 on 9/18/2025.

The lead underwater inspector for the current routine inspection is Bill Gehry (PE #00574).

The following underwater elements were inspected:
226 Pre Conc Pile - Bents 2 and 3 each with ten 18 in. concrete piling
8290 Channel
8396 Other Abutment Slope Protection

An SDA was submitted to Ms. Ashley Willis, PE, Public Works Director, City of Kissimmee on September 19, 2025, and is also included in this report.

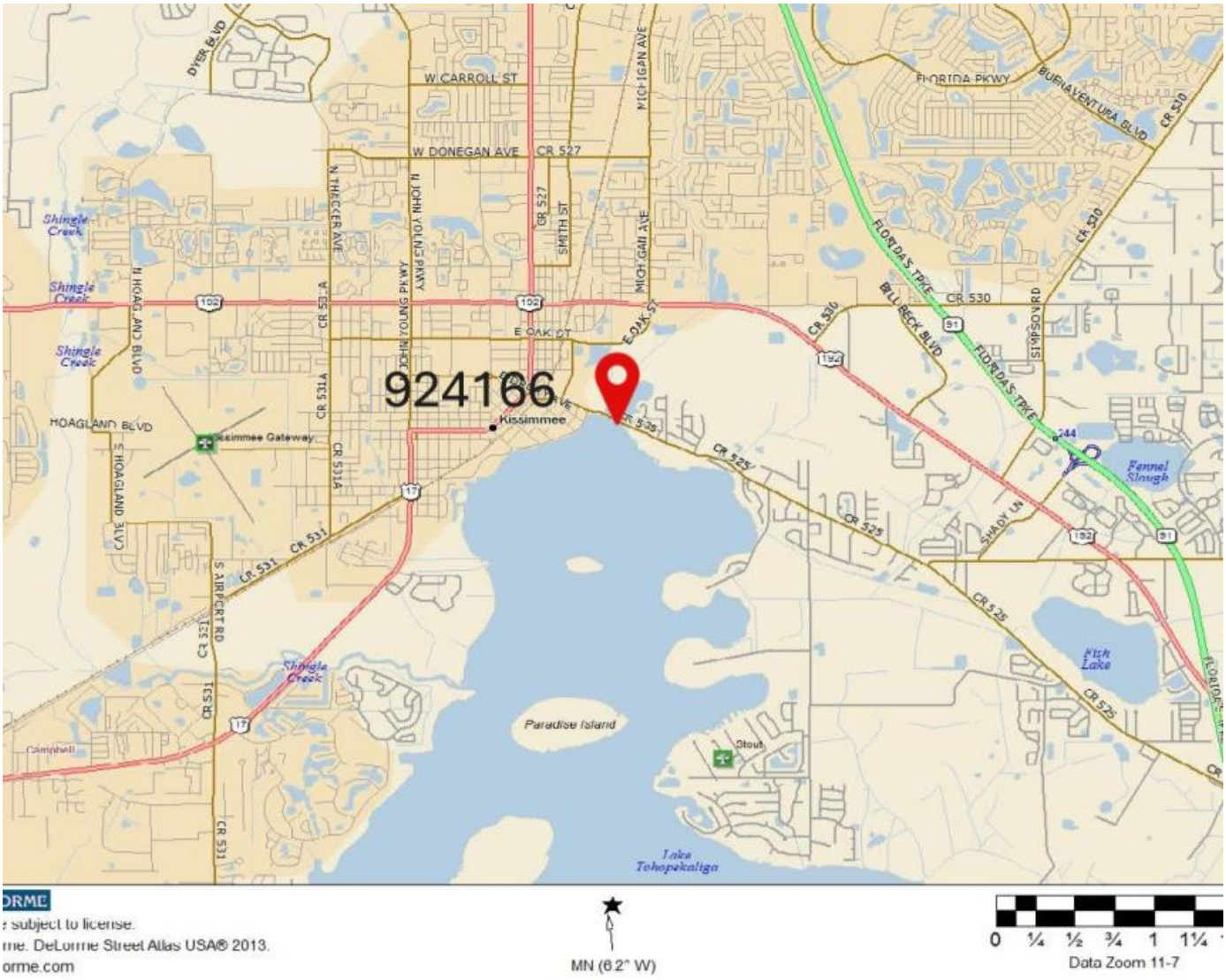
Sufficiency Rating Calculation Accepted on 10/29/2025.

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DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**



CR-525 over Neptune Canal **0.6 Mi. S of Main St.**

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North Approach

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Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**



East Elevation

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Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**



Photo 1: Element 38 Re Concrete Slab

Exposed rebar left face of Span 1 at Abutment 1.

REPAIR RECOMMENDATION:
Repair the spalled patch with an exposed rebar dowel on the west face at Abutment 1.

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Photo 2: Element 38 Re Concrete Slab

Spall in Lane 3 at Abutment 1.

REPAIR RECOMMENDATION:
Repair the spall on the top of the CIP slab at the Abutment 1 joint, in Lane 3.

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DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**



Photo 3: Element 38 Re Concrete Slab

Unsound patch with associated vertical crack on the slab in Span 1.

REPAIR RECOMMENDATION:
Repair the unsound patch on the west face at Bent 2.

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Photo 4: Element 38 Re Concrete Slab

Failing patch in the slab in Span 3, left wheel path of Lane 1.

REPAIR RECOMMENDATION:
Repair patch in the slab in Span 3, left wheel path of Lane 1.

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Photo 5: Element 38 Re Concrete Slab

Spall/delamination in the slab in Span 3 over Bent 3, east vertical face.

REPAIR RECOMMENDATION:
Repair spall/delamination in the slab in Span 3 over Bent 3, east vertical face.

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Photo 6: Element 301 Pourable Joint Seal

Failed joint sealant at Abutment 1 joint.

REPAIR RECOMMENDATION:
Clean and reseal the expansion joints at both abutments.

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Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**



Photo 7: Element 7 321 Re Conc Approach Slab

View looking up at undermining of south approach sidewalk and approach slab.

REPAIR RECOMMENDATION:
Repair the undermining of the south approach slab and approach sidewalk.

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Photo 8: Element 7 321 Re Conc Approach Slab

Spall and failing patch at the north approach slab, southeast corner.

REPAIR RECOMMENDATION:
Repair spall and failing patch at the north approach slab, southeast corner.

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Photo 9: Element 7 321 Re Conc Approach Slab

Spall at the south approach slab, northeast corner in the left wheel path of Lane 2.

REPAIR RECOMMENDATION:
Repair spall at the south approach slab, northeast corner in the left wheel path of Lane 2.

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Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**



Photo 10: Element 215 Re Conc Abutment

View of Undermining of Abutment 1.

REPAIR RECOMMENDATION:
Repair the undermining of the Abutment 1.

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Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**



Photo 11: Element 215 Re Conc Abutment

Vertical crack with efflorescence and rust staining in Abutment 4 cap.

REPAIR RECOMMENDATION:
None.

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Photo 12: Element 215 Re Conc Abutment

Graffiti on Abutment 1 cap.

REPAIR RECOMMENDATION:
Remove or paint over the graffiti on the Abutment 1 cap.

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Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**

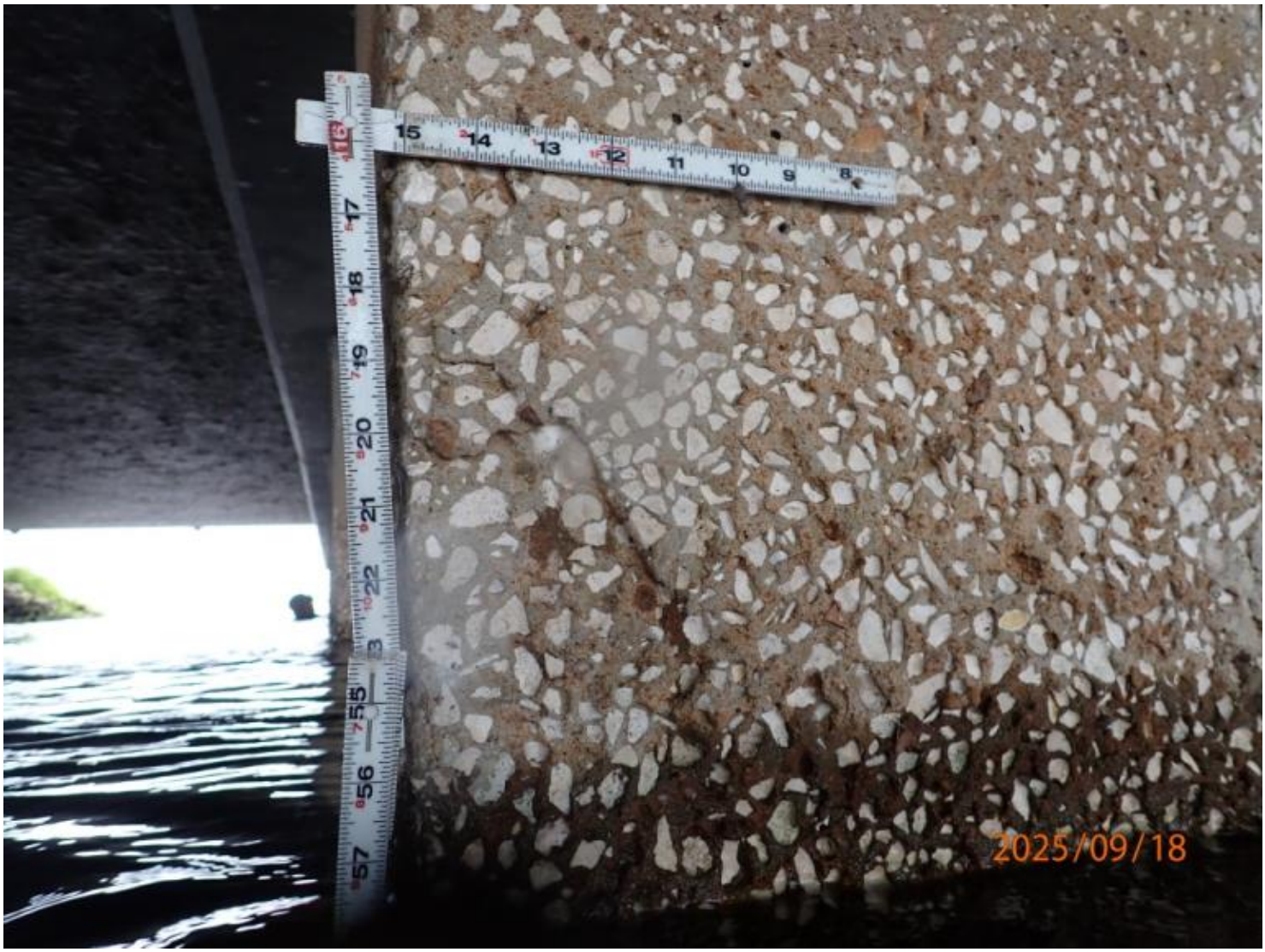


Photo 13: Element 226 Pre Conc Pile

Spall/delamination on southeast corner of Pile 2-8.

REPAIR RECOMMENDATION:
None.

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BRIDGE MANAGEMENT SYSTEM
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Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**



Photo 14: Element 8396 Other Abutment Slope Protection

Overview of missing slope protection and undermining at Abutment 1.

REPAIR RECOMMENDATION:
Repair the slope erosion and restore the slope protection at Abutment 1.

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DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**



Photo 15: Element 8396 Other Abutment Slope Protection

Irregular and displaced sand-cement bags at Abutment 4 at west end.

REPAIR RECOMMENDATION:
Repair all settled and displaced areas of sand-cement bag slope protection.

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Inspection

Structure ID: 924166

DISTRICT: D5 - Deland **INSPECTION DATE: 9/18/2025 HBIW**



Photo 16: Element 8396 Other Abutment Slope Protection

Rooted trees and vegetation in the radius area at the northwest corner.

REPAIR RECOMMENDATION:
Remove the trees growing on the slope protection at the northwest corner of the structure.

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September 19, 2025

To: Ms. Ashley Willis, PE
Public Works Director
City of Kissimmee
101 N. Church St., Suite 301
Kissimmee, FL 34741

From: Michael Scherer, P.E.
QA Engineer
8875 Hidden River Parkway, Suite 200
Tampa, Florida 33637

Project: District 5 Local Government Bridge Inspection
Contract No. CAN97
Financial Nos. 244932-1-72-96 & 244937-1-72-96

Subject: **Significant Deficiency Advisory – South Approach Slab Undermining, Abutment Undermining and Slope Erosion**
Routine Bridge Inspection – September 18, 2025
Bridge No. 924166 – CR-525 over Neptune Canal
City of Kissimmee

Copy to: Sarah Shams, FDOT Project Manager; Mario Bizzio, FDOT District Structures Maintenance Engineer; Doug Shockley, FDOT Bridge Inspection Supervisor; Kevin Malone, City of Kissimmee; Jeffrey Mattern, City of Kissimmee

Content: An Engineering Operations, LLC inspection team has recently inspected the above referenced bridge and observed the following deficiencies noted below.

Summary: During the September 18, 2025 Routine Inspection, the inspectors observed the following:

The slope at the eastern half of Abutment 1 is missing all sand-cement bags and is eroded over a length of 50ft. exposing 5 piles at Abutment 1. The sand-cement bags at the southwest corner of the structure are settled and displaced over an area 25ft. L x 15ft. W x 30in. H at the southwest radius and extending under the western half of Span 1. Refer to Photo 1.

Abutment 1 is undermined, up to 3ft. H x 50ft. L x full depth at the east end. Refer to Photos 2 and 3.

The south approach slab at the northeast corner is undermined, up to 5ft. H x 11ft. W x 5ft. of penetration, primarily under the approach slab sidewalk, however, there is a 5ft L x 4ft W, area of the approach slab roadway that is undermined 3ft. into the travel lane. Refer to Photos 4 and 5.

Erosion and undermining have continued to increase since the 2021 and 2023 inspections. Repairs should be implemented as soon as possible before these conditions worsen.

Recommendations:

Repair the slope erosion and restore the slope protection at Abutment 1.
Repair the undermining of the Abutment 1 cap.
Repair the undermining of the south approach slab and approach sidewalk.

PHOTOS



Photo 1: Overview of missing slope protection and undermining at Abutment 1



Photo 2: View of Undermining of Abutment 1 pile cap

PHOTOS



Photo 3: View of undermining of Abutment 1 pile cap at east end



Photo 4: View looking up at undermining of south approach sidewalk and approach slab

PHOTOS



Photo 5: View of undermining of south approach sidewalk and approach slab

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 924166 Inspection Date: 09/18/2025

LOAD RATING ANALYSIS SUMMARY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOAD CAPACITY INFORMATION

FORM 850-010-06
BRIDGE STRUCTURES
MAINTENANCE
05/19

BRIDGE NUMBER: 924166 DATE: 10/13/93

INVENTORY RATING:
FORM (HS 20) LOADING 36
OTHER ( ) LOADING

3) POSTING DATA:
POSTED NO ; IF YES, EXISTING RESTRICTIONS
POSTING NEEDED NO ; IF YES, SEE TABLE BELOW.
DATE SIGNS ERECTED

GOVERNING SPAN DATA:
METHOD OF ANALYSIS:
✓ LFD
WSD
ANALYSIS SYSTEM:
BARS
BRUFEM
✓ OTHER

C) CONTROLLING FACTORS:
SPAN NO. TRC 5
SPAN LTH. 25.5'
DES. VEH. H320
DISTR. F. = 1.86 ; DISTR. F. METHOD AASHTO
CONTINUOUS YES
V OR M ✓ ; LOC. .4

MEMBER ANALYZED:

SUPERSTRUCTURE		SUBSTRUCTURE
PRESTRESSED CONCRETE SECT.	✓ R/CONC. SECT.	BENT CONSTR.
AASHTO GIRDERS	✓ C.I.P. SLAB	PILING
NON-STANDARD SECT.	PRECAST SLAB	CAP
BULB-T	BOX CULVERT	PIER CONSTR.
SINGLE-T	C.I.P. BOX	PILING
DOUBLE-T	STEEL SECT.	FOOTING
HOLLOW VOID SLAB	I-BEAM	COLUMN
SOLID SLAB	PLATE GIR.	CAP
PRECAST SEGMENTAL BOX	BOX	
POST TENSIONED	COMPOSITE	

LOAD RATING SUMMARY TABLE:

LOAD RATING SUMMARY FOR OPERATING RATING (Gross Tons)

| | SPAN NO. | | .4 SPAN 1 | | 0.6 SPAN 2 | | |

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 924166 Inspection Date: 09/18/2025

FIELD PREPARATION

A. Tools and Equipment

Full Size Cargo Van: Yes: __ No: X Pick-up Truck: Yes: X No: __
Automobile: Yes: __ No: X
Camera: Yes: X No: __ Video: Yes: __ No: X
NDT Equipment: Yes: __ No: X
NDT Type: N/A
Binoculars: Yes: __ No: X
Diving Performed: Yes: X No: __ Max Depth: 8.4ft. Current: Light

Dive Mode: Commercial Scuba

Hand Tools: (i.e. Chipping Hammer, 6' Ruler, etc.)

1. Standard Inspection Tools
2. Chipping Hammers
3. Flashlights
4. Carpenter Ruler
5. Inspection Hand Tools

Other: N/A

B. Services

Flag Crew: N/A
Electrician: N/A
Snooper: N/A
Other: N/A

C. Scheduling (Brief Explanation)

Topside Hours: 2 hrs. Dive Time: 1 hr. Travel Time: 2.0 hrs.

D. Site Conditions

Boat Needed: YES Type of Boat: 10 ft. JON

Location of Boat Ramp: N/A

Lengthy Travel Required: NO

Difficult Access: NO

Water Obviously Polluted: NO

Water quality is fair (partially meets use): YES

Strong Water Current: NO

Other: NONE

E. UNDERWATER ELEMENTS INSPECTED:

226 P/S Conc Pile - Bents 2 and 3 each with ten 18 in. concrete piling
8290 Channel
8396 Other Abut Slope Pro

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005 — **Inspection/CIDR/Bridge Profile Report with PDF attachment(s)**

Structure ID: 924166 — **CIDR** — **DATE PRINTED: 11/10/2025**

Description

Structure Unit Identification

Bridge/Unit Key: 924166 0
Structure Name: CR-525 over Neptune Canal
Description: SPANS 1 THRU 3
Type: M - Main

Roadway Identification

NBI Structure No (8): 924166
Position/Prefix (5): 1 - Route On Structure
Kind Hwy (Rte Prefix): 4 County Hwy
Design Level of Service: 1 Mainline
Route Number/Suffix: 00525 / 0 N/A (NBI)
Feature Intersect (6): Neptune Canal
Critical Facility: Not Defense-crit
Facility Carried (7): CR-525 Neptune Rd
Mile Point (11): 0.661
Latitude (16): 028d17'34.8" Long (17): 081d23'43.1"

Roadway Traffic and Accidents

Lanes (28): 4 Medians: 0 Speed: 40 mph
ADT Class: 4 ADT Class 4
Recent ADT (29): 19400 Year (30): 2024
Future ADT (114): 33659 Year (115): 2045
Truck % ADT (109): 14
Detour Length (19): 5.0 mi
Detour Speed: 35 mph
Accident Count: -1 Rate:

Roadway Classification

Nat. Hwy Sys (104): 0 Not on NHS
National base Net (12): 0 - Not on Base Network
LRS Inventory Rte (13a): 92 550 000 Sub Rte (13b): 00
Functional Class (26): 16 Urban Minor Arterial
Federal Aid System: ON
Defense Hwy (100): 0 Not a STRAHNET hwy
Direction of Traffic (102): 2 2-way traffic
Emergency: ☐

Roadway Clearances

Vertical (10): 99.99 ft Appr. Road (32): 51.55 ft
Horiz. (47): 51.55 ft Roadway (51): 51.55 ft
Truck Network (110): 0 Not part of natl netwo
Toll Facility (20): 3 On free road
Fed. Lands Hwy (105): 0 N/A (NBI)
School Bus Route: ☒
Transit Route: ☐

NBI Project Data

Proposed Work (075A): Not Applicable (P)
Work To Be Done By (075B): Not Applicable (P)
Improvement Length (076): 0 ft

Improvement Cost (094): $ 0.00
Roadway Improvement Cost (095): $ 0.00
Total Cost (096): $ 0.00
Year of Estimate (097):

NBI Rating

Channel (61): 5 Bank Prot Eroded
Deck (58): 7 Good
Superstructure (59): 7 Good
Substructure (60): 7 Good

Culvert (62): N N/A (NBI)
Waterway (71): 7 Above Minimum
Unrepaired Spalls: -1 sq.ft.
Review Required: ☒

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005 — **Inspection/CIDR/Bridge Profile Report with PDF attachment(s)**

Structure ID: 924166 — **CIDR** — **DATE PRINTED: 11/10/2025**

Structure Identification

Admin Area: METROPLAN Orlando
District (2): D5 - Deland
County (3): (92) Osceola
Place Code (4): Kissimmee
Location (9): 0.6 Mi. S of Main St.
Border Br St/Reg (98): Not Applicable (P) Share: 0 %
Border Struct No (99):
FIPS State/Region (1): 12 Florida Region 4-Atlanta
NBIS Bridge Len (112): Y - Meets NBI Length

Parallel Structure (101): No || bridge exists
Temp. Structure (103): Not Applicable (P)
Maint. Resp. (21): 4 City/Municipal Hwy Agy
Owner (22): 4 City/Municipal Hwy Agy
Historic Signif. (37): 5 Not eligible for NRHP

Geometrics

Spans in Main Unit (45): 3
Approach Spans (46): 0
Length of Max Span (48): 25.59 ft
Structure Length (49): 76.77 ft
Total Length: 116.8 ft
Deck Area: 6372 sqft
Structure Flared (35): 0 No flare

Age and Service

Year Built (27): 1993
Year Reconstructed (106): 0
Type of Service On (42a): 5 Highway-Pedestrian
Under (42b): 5 Waterway
Fracture Critical Details: Not Applicable

Structure Type and Material

Curb/Sidewalk (50): Left: 8.3 ft Right: 5.3 ft
Bridge Median (33): 0 No median
Main Span Material (43A): 2 Reinf Concrete Cont.
Appr Span Material (44A): Not Applicable
Main Span Design (43B): 01 Slab
Appr Span Design (44B): Not Applicable

Deck Type and Material

Deck Width (52): 83 ft
Skew (34): 0 deg
Deck Type (107): 1 Concrete-Cast-in-Place
Surface (108): 0 None
Membrane: 0 None
Deck Protection: None

Appraisal

Structure Appraisal

Open/Posted/Closed (41): A Open, no restriction
Deck Geometry (68): 4 Tolerable
Underclearances (69): N Not applicable (NBI)
Approach Alignment (72): 8-No Speed Red thru Curv
Bridge Railings (36a): 1 Meets Standards
Transitions (36b): N N/A or not required

Approach Guardrail (36c): N N/A or not required
Approach Guardrail Ends (36d): N N/A or not required
Scour Critical (113): 5 Stable w/in footing

Navigation Data

Navigation Control (38): Permit Not Required
Nav Vertical Clr (39): 0 ft
Nav Horizontal Clr (40): 0 ft
Min Vert Lift Clr (116): 0 ft
Pier Protection (111): Not Applicable (P)

NBI Condition Rating

Sufficiency Rating: 73.8
Health Index: 86.51
Structural Eval (67): 7 Above Min Criteria
Deficiency: Not Deficient

Minimum Vertical Clearance

Over Structure (53): 99.99 ft
Under (reference) (54a): N Feature not hwy or RR
Under (54b): 0 ft

Minimum Lateral Underclearance

Reference (55a): N Feature not hwy or RR
Right Side (55b): 0 ft
Left Side (56): 0 ft

Schedule

Current Inspection

Inspection Date: 09/18/2025
Inspector: KNEOLAL - Luis Andrion
Bridge Group: CAN97
Alt. Bridge Group:
Primary Type: Regular NBI
Review Required: [X]

Next Inspection Date Scheduled

NBI: 09/18/2027
Element: 09/18/2026
Fracture Critical:
Underwater: 09/18/2027
Other/Special: 09/18/2026
Inventory Photo Update Due: 09/30/2031

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005 — **Inspection/CIDR/Bridge Profile Report with PDF attachment(s)**

Structure ID: 924166 — **CIDR** — **DATE PRINTED: 11/10/2025**

Schedule Cont.

Inspection Types Performed NBI [X] Element [X] Fracture Critical [ ] Underwater [X] Other Special [X]

Inspection Intervals	Required (92)	Frequency (92)	Last Date (93)	
Fracture Critical	[ ]	mos		
Underwater	[X]	24 mos	09/18/2025	
Other Special	[X]	12 mos	09/18/2025	
NBI		24 mos (91)	09/18/2025	(90)

Inspection Resources

Crew Hours:	4
Flagger Hours:	0
Helper Hours:	0
Snooper Hours:	0
Special Crew Hours:	3
Special Equip Hours:	0

Bridge Related

General Bridge Information

Parallel Bridge Seq:
Channel Depth: 8.4 ft
Radio Frequency: -1
Phone Number:
Exception Date:
Exception Type: Unknown
Accepted By Maint: 01/01/1993
Warranty Expiration: 00/00/0000
Performance Rating: Good

Bridge Rail 1: Concrete jersey type
Bridge Rail 2: Concrete bicycle barrier
Electrical Devices: No electric service
Culvert Type: Not applicable
Maintenance Yard: Not FDOT Maintained
FIHS ON / OFF: No Routes on FIHS
Previous Structure: 924039
2nd Previous Structure:
Replacement Structure:

Permitted Utilities: Power [ ] Water [X] Gas [ ] Fiber Optic [ ] Sewage [X] Other [X] 8in. steel utility

Bridge Load Rating Information

Inventory Type (065): 1 LF Load Factor
Operating Type (063): 1 LF Load Factor
Original Design Load (031): 5 MS 18 (HS 20)
Date: 10/13/1993
Initials: RGL
Load Rating Rev. Recom.: No
Load Rating Plans Status: Unknown

Inventory Rating (066): 36.0 tons
Operating Rating (064): 60.0 tons
FL120 Permit Rating: -1.0 tons
HS20/FL120 Max Span Rating: 60.0 tons
Dynamic Impact in Percent: 30 %
Governing Span Length: 25.6 ft
Minimum Span Length: 25.6 ft
Distribution Method: AASHTO formula

Load Rating Notes:

LEGAL LOADS

SU2: 41.0 tons
SU3: 47.0 tons
SU4: 45.0 tons
C3: 62.0 tons
C4: 56.0 tons
C5: 81.0 tons
ST5: -1.0 tons
Posting (070): 5 At/Above Legal Loads
Open/Posted/Closed (041): A Open, no restriction

POSTING

Recom. SU Posting: 99 tons
Recom. C Posting: 99 tons
Recom. ST5 Posting: 99 tons
Actual SU Posting: 99 tons
Actual C Posting: 99 tons
Actual ST5 Posting: 99 tons
Actual Blanket Posting: 99 tons
Emergency Vehicle: 1 EV inapplicable

FLOOR BEAM (FB) FB Present: No

FB Span Length, Gov: 0.0 ft
FB Spacing, Gov: 0.0 ft
FB OPR Rating: 0.0 tons
FB SU4 OPR Rating: 0.0 tons
FB FL120 Rating: 0.0 tons

SEGMENTAL (SEG)

SEG Wing-Span: -1.0 ft
SEG Web-to-Web Span: -1.0 ft
SEG Transverse HL93 Operating: -1.00 RF

Bridge Scour and Storm Information

Pile Driving Record: No pile driving records
Foundation Type: No foundation details
Mode of Flow: Riverine
Rating Scour Eval: Low Risk - Medium
Highest Scour Eval: Phase III completed
Scour Evaluation Method:

Scour Recommended I: Stop scour evaluations
Scour Recommended II: No recommendation
Scour Recommended III: No recommendation
Scour Elevation: 999 ft
Action Elevation: 999 ft
Storm Frequency: 999

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005 **Inspection/CIDR/Bridge Profile Report with PDF attachment(s)**

Structure ID: 924166 **CIDR** **DATE PRINTED: 11/10/2025**

Elements

Inspection Date: 09/18/2025 **HBIW**

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	38 / 3	Re Concrete Slab	0	.	6361	99.83	11	0.17	0	.	6372 sq.ft
0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	11	100	0	.	11 sq.ft
0	1190 / 3	Abrasion(PSC/RC)	0	.	6361	100	0	.	0	.	6361 sq.ft

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	301 / 3	Pourable Joint Seal	0	.	0	.	0	.	167	100	167 ft
0	2330 / 3	Seal Damage	0	.	0	.	0	.	167	100	167 ft

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8290 / 3	Channel	1	100	0	.	0	.	0	.	1 (EA)

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	321 / 3	Re Conc Approach Slab	3262	98.25	0	.	58	1.75	0	.	3320 sq.ft
0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	3	100	0	.	3 sq.ft
0	4000 / 3	Settlement	0	.	0	.	55	100	0	.	55 sq.ft
0	510 / 3	Wearing Surfaces	2988	100	0	.	0	.	0	.	2988 sq.ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	215 / 3	Re Conc Abutment	125	69.44	0	.	55	30.56	0	.	180 ft
0	1120 / 3	Efflorescence/Rust Staining	0	.	0	.	5	100	0	.	5 ft
0	6000 / 3	Scour	0	.	0	.	50	100	0	.	50 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	226 / 3	Pre Conc Pile	5	20	14	56	6	24	0	.	25 (EA)
0	1080 / 3	Delamination/Spall/Patched Area	0	.	1	14.29	6	85.71	0	.	7 (EA)
0	1190 / 3	Abrasion(PSC/RC)	0	.	13	100	0	.	0	.	13 (EA)

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	234 / 3	Re Conc Pier Cap	180.45	100	0	.	0	.	0	.	180.45 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8396 / 3	Other Abutment Slope Protection	8694	89.82	200	2.07	785	8.11	0	.	9679 (SF)
0	4000 / 3	Settlement	0	.	200	20.3	785	79.7	0	.	985 (SF)

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	331 / 3	Re Conc Bridge Railing	153	99.35	1	0.65	0	.	0	.	154 ft
0	1090 / 3	Exposed Rebar	0	.	1	100	0	.	0	.	1 ft

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005 **Inspection/CIDR/Bridge Profile Report with PDF attachment(s)**

Structure ID: 924166 **CIDR** **DATE PRINTED: 11/10/2025**

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	333 / 3	Other Bridge Railing	154	100	0	.	0	.	0	.	154 ft

Total Number of Elements*: 10
*excluding defects/protective systems

Inspection Information

Inspection Date: 09/18/2025 **Type:** Regular NBI

Inspector: KNEOLAL - Luis Andrion

Inspection Notes: LOAD CAPACITY EVALUATION: A cursory review of the current load rating analysis dated 10/13/93 was conducted during this inspection by Wade Daniels, P.E. on 10/14/2025. The findings of this review and inspection reveal no substantial deterioration, geometric changes or additional dead load to the bridge that warrant the need for a new load rating analysis; therefore, the current load rating is considered applicable.

A 12-month other inspection frequency has been set due undermining at the southeast corner of the structure and will continue until repairs are made. Only element 321 Re Conc Approach Slab (South approach slab only), 215 Re Conc Abut (Abutment 1 only) and 8396 Other Abut Slope Protections (south slope only) are to be inspected on a 12-month cycle.

Item (61) Channel was lowered from a (6) Bank Slumping to a (5) Bank Prot Eroded due to the undermining at Abutment 1 on 9/18/2025.

The lead underwater inspector for the current routine inspection is Bill Gehry (PE #00574).

The following underwater elements were inspected:
226 Pre Conc Pile - Bents 2 and 3 each with ten 18 in. concrete piling
8290 Channel
8396 Other Abutment Slope Protection

An SDA was submitted to Ms. Ashley Willis, PE, Public Works Director, City of Kissimmee on September 19, 2025, and is also included in this report.

Sufficiency Rating Calculation Accepted on 10/29/2025.

Structure Notes

BRIDGE OWNER: CITY OF KISSIMMEE

Bridge Ownership and Maintenance was transferred from Osceola a County to City of Kissimmee effective June 5, 2023.

This bridge is inventoried from south to north.

TRAFFIC RESTRICTIONS:
Based on the current load rating analysis dated 10/13/93, posting is not required. The structure is not posted.

Schedule Notes

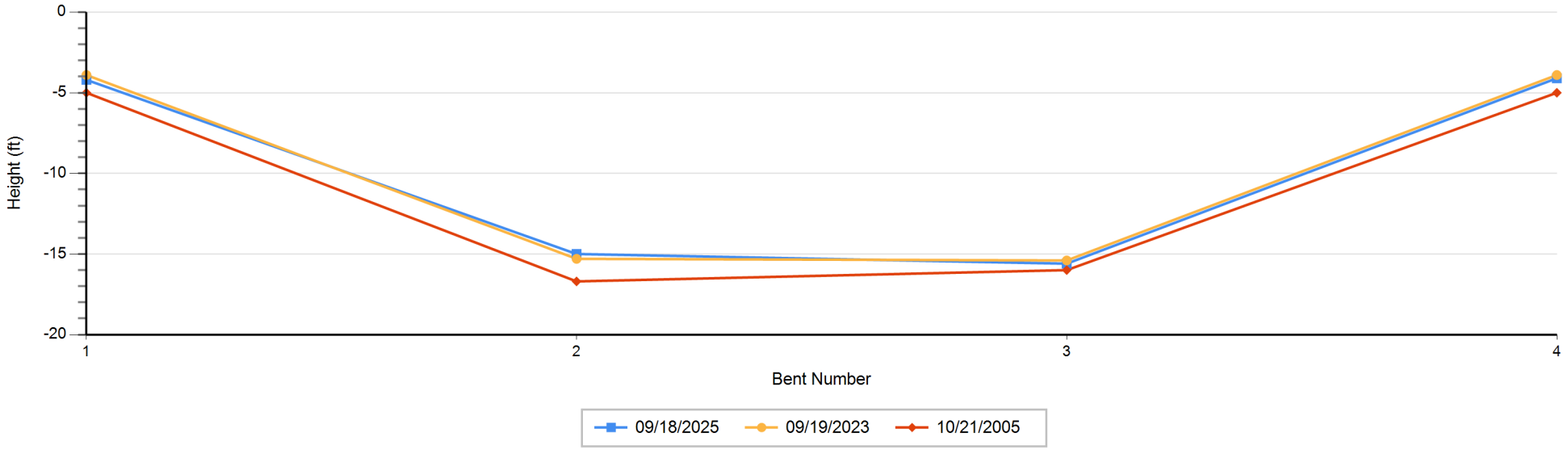
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REPORT ID : INSP005
Structure ID : 924166

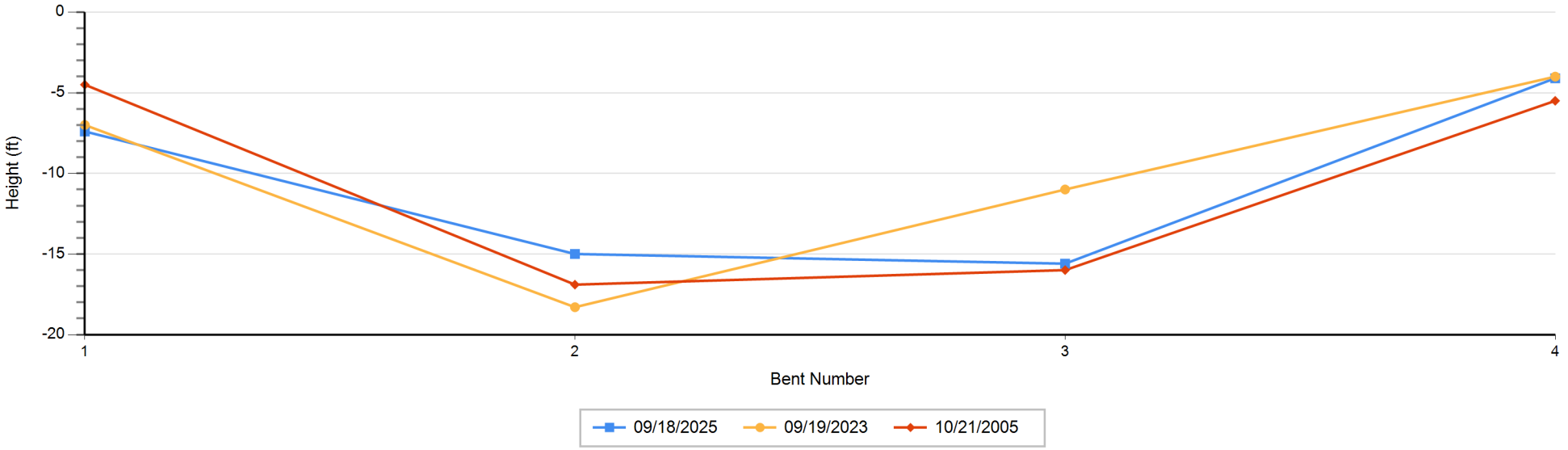
FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Bridge Profile

DATE PRINTED: 11/10/2025 9:30:15 AM

Left Profile by Inspection



Right Profile by Inspection



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Profile Data - Numerical Summary

Inspection Date and Key: 9/18/2025 HBIW

Bent #	Left Height	Right Height
1	4.20	7.40
2	15.00	15.00
3	15.60	15.60
4	4.10	4.10

(All Heights are in Feet)

Air Temp: 85

Profile Notes:

Measurements referenced from top of the concrete bridge rails.
Waterline at Bent 3 = 7.2ft. Left
Waterline at Bent 3 = 7.2ft. Right

Inspection Date and Key: 9/19/2023 KFDD

Bent #	Left Height	Right Height
1	3.90	7.00
2	15.30	18.30
3	15.40	11.00
4	3.90	4.00

Air Temp:

Profile Notes:

Measurements referenced from top of the concrete bridge rails.
Waterline at Bent 3 = 7.0ft. Left
Waterline at Bent 3 = 7.3ft. Right

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FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Bridge Profile

DATE PRINTED: 11/10/2025 9:30:15 AM

Profile Data - Numerical Summary

Inspection Date and Key: 10/21/2005 VKCN

Bent #	Left Height	Right Height
1	5.00	4.50
2	16.70	16.90
3	16.00	16.00
4	5.00	5.50

(All Heights are in Feet)

Air Temp:

Profile Notes:

Measurements referenced from top of the concrete bridge rails.
Waterline at Bent 3 = 7.5ft. Left
Waterline at Bent 3 = 7.5ft. Right

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Cathcart Construction Company

- Florida, LLC -

	1056 Willa Springs Drive – Winter Springs – Florida - 32708				
Name:	***Neptune Road - Bridge Repairs***				
Owner:	City of Kissimmee				
Engineer:					
Bid Date:	Thursday, February 26, 2026				
ITEM NO.	***DESCRIPTION***	***Unit***	***Quant.***	***Bid Unit***	***Bid Amount***
1	Mobilizaiton	LA	1	$ 17,187.50	$ 17,187.50
2	MOT	LA	1	$ 12,750.00	$ 12,750.00
3	Permits	LS	1	$ 1,500.00	$ 1,500.00
4	Grout Repairs on Bridge - Based on Report By Engineering Operations LLC	LS	1	$ 63,125.00	$ 63,125.00
5	Replace Rip Rap - Based on Report By Engineering Operations LLC	LS	1	$ 155,875.00	$ 155,875.00
6	Deck Joint Repairs - Based on Report By Engineering Operations LLC	LS	1	$ 54,375.00	$ 54,375.00
7	Concrete Spalls Repairs - Based on Report By Engineering Operations LLC	LS	1	$ 2,500.00	$ 2,500.00
				Totals	$ 307,312.50

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

(NOTARIAL SEAL)

Jamie Brady
Notary Public

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 AGGREGATE	$ 5,000,000 $ 5,000,000
C	X EXCESS LIAB CLAIMS-MADE			CSX-8000253-00 - Excess	5/19/2023	5/19/2024	Excess Liability over Umbrella	$ 3,000,000
	DED X RETENTION $ 0						X PER STATUTE OTH-ER	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	0830-53545	4/7/2023	4/7/2024	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

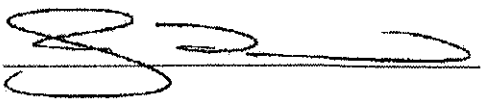
Blanket Waiver of Subrogation Applies

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 (SM)

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

ITEM 7.M
Disaster Response Services Contract One-Year Renewal

Request

Request approval to extend the Disaster Response Services with CrowderGulf (Contract #20250278) and Ceres Environmental Services (Contract #20250315) and the Monitoring Contract with Thompson Consulting Services (Contract #20250279); and authorization for the City Manager or designee to execute any related documents or change orders necessary to carry out the terms of this contract.

Explanation

The City Commission approved the selection of CrowderGulf and Ceres Environmental Services for the Disaster Response Services Contract for Debris Removal, and Thompson Consulting Services for the Monitoring. The original contract was approved as a one-year contract with the option of four one-year extensions. This will be the first extension of this contract, which will extend the expiration date yearly. Under this contract, Crowder Gulf is the City's primary contractor and Ceres Environmental Services is the secondary contractor.

Recommendation

Approval to utilize renewal options for the disaster response contracts and monitoring contract for the 2026 hurricane season. Also, to allow City Manager to execute the remaining option for renewal for the extent of the contracts.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Ceres Environmental Services Contract (Contract #20250315)
2. CrowderGulf Contract (Contract #20250278)
3. Thompson Consulting Contract (Contract #20250279)

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

THIS AGREEMENT is made and entered this 15th day of July, 2025 by and between the **CITY OF KISSIMMEE,** a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and Ceres Environmental Services, Inc., whose address is 6371 Business Boulevard Suite 100, Sarasota, FL 34240 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

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

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

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

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

1. **RECITALS**. The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement.

2. **TERM**. This Agreement shall be effective for a term of one-year from the date of execution of the agreement, with the option of four consecutive one-year renewals.

3. **REQUIRED SERVICES.** CONTRACTOR shall provide emergency response and recovery services ("Work") as defined by the Request for Proposal, any addenda thereto, and CONTRACTOR's Proposal to City, attached hereto as Exhibit "B" and incorporated by reference and made a binding part hereof. Following a declared emergency, the Contractor shall perform the Work in accordance Contractor's Proposal for the City, and

the Price Proposal attached as Exhibit "C" and incorporated herein. The work shall commence upon receipt of a Work / Release Order issued by the City. Each Work Order shall describe the work required and will state the dates of performance of services, and payment shall be made in accordance with the price schedule included in the Price Proposal.

CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and any addenda thereto. CONTRACTOR's services are further enumerated and described in Exhibit "B."

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

4. **REPRESENTATIONS**. CONTRACTOR hereby represents to the CITY that:

a. CONTRACTOR has the experience and skill to perform the services required by this Agreement.

b. CONTRACTOR will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of services who, in CITY's sole discretion, is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY.

c. CONTRACTOR will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees. CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.

d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY.

e. CONTRACTOR is adequately financed to meet any financial obligations it may be

required to incur under this Agreement.

f. *Debarment and Suspension.* Contractor has not been suspended or debarred and can be awarded a contract funding with Federal Assistance. The contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. *Clean Air Act and Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

h. *Work Hours and Safety Standards Act.* Contractor shall comply with the provisions of 40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, and that any hours worked in excess of forty hours in a workweek be compensated at a rate of not less than one and one-half times the basic rate of pay.

i. *Energy Policy and Conservation Act.* Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U.S.C. 6201)

j. *Byrd Anti-Lobbying Amendment.* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

k. *Solid Waste Disposal Act.* Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act. Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1) competitively within a timeframe of the contract schedule; 2) meeting contract performance requirements; or 3) at a reasonable price.

5. **INDEPENDENT CONTRACTOR.** The parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of the CITY.

6. **PAYMENT.** Invoices shall provide details of all project expenses authorized by the Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act. Chapter 218. Part VII. Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice.

7. **INSURANCE REQUIREMENTS**.

a. Proof of Insurance: CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required under this Agreement. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance showing that CITY has been listed as an Additional Insured shall accompany the Certificate of Insurance. Said Certificate of Insurance shall also provide that any company issuing an insurance policy for the Work shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance. In the event of non-payment of premium not less than (10) days advance notice in writing shall be required. Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

b. Waiver of Subrogation. The Contractor shall require their insurance carriers, with

respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and Subcontractors.

c. Commercial General Liability Insurance: CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than $1.000,000 per occurrence and a deductible amount of not more than $10.000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list CITY as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A- or higher. Other specific policy endorsements may be required depending on the type and scope of work to be performed.

d. Business Automobile Liability: CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than $1.000,000.00 each accident for owned, non-owned and hired automobiles.

e. Workers Compensation & Employer's Liability Insurance: CONTRACTOR shall maintain in force for the duration of the contracted period Florida Worker Compensation Insurance at statutory limits and Employer's Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit.

f. All coverage for CONTRACTOR's subcontractors shall be subject to all the requirements stated herein. CONTACTOR and subcontractors shall bear all costs and expenses associated with acquisition and maintenance of all policies required herein.

9. **TERMINATION**.

a. CITY may terminate this Agreement, or any Work Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACOR.

b. CITY may terminate this Agreement upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.

c. Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

d. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

e. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.

f. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.

g. There shall be no termination charges for services not yet provided. CITY will be responsible for payment of authorized services already provided by CONTRACTOR but not yet invoiced, provided such services have been approved by the CITY. Upon payment of CONTRACTOR's claims, CITY shall be entitled to all work and materials paid for.

h. Before assuming any payment obligation under this section, CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.

i. There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could have reasonably avoided.

10. **FORCE MAJEURE**. Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), theft, war, riot, embargoes, military or usurped power or confiscation, terrorist activities, or an event for which a declaration of emergency is issued by legally empowered local, state, or federal governing authorities.

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

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature. for the enforcement, defense, or appeals thereof arise from CONTRACTOR's performance of the Agreement or any breach or default thereof by CONTRACTOR.

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

13. **NONASSIGNMENT; SUBCONTRACTOR**. CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY. CITY may cancel this Agreement for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing and signed by the parties. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor to CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, subcontractor shall abide by all the terms and conditions contained in this Agreement. Any changes in previously approved subcontractors shall require prior written approval by CITY.

14 **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

15. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating Page 3 of 8 that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify. Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

16. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract

with a public entity; and may not transact new business with a public entity.

17. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

18. **PUBLIC RECORDS LAW**. The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian

of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

g. Any and all-time records and cost data shall be maintained in accordance with generally accepted accounting principles.

h. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

i. The CONTRACTOR shall maintain and allow access to the records for a period of five (5) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.

19. **APPLICABLE LAWS**. This Agreement shall be governed. construed and enforced in accordance with the laws of the State of Florida.

20. **JURY TRIAL WAIVER; VENUE; WAIVER OF ATTORNEY FEES**. CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding. or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.

21. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement. nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have. or of future rights to enforce compliance.

22. **NOTICES**. All notices and demands shall be sent U.S. Certified Mail. return receipt to:

As to CONTRACTOR:	As to CITY:
Ceres Environmental Services, Inc. 6371 Business Boulevard, Suite 100 Sarasota, FL 34240	City of Kissimmee City Attorney's Office 101 Church St., 5th Floor Kissimmee, FL 34741

23. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

24. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

25. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

26. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

27. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

Signature Page to Follow

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

CONTRACTOR

By: _____

Title: Corporate Secretary

Date: June 23, 2025

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 23rd day of June, 2025, by Tia Laurie as Corporate Secretary of _____, a Florida corporation, who is personally known to me or has produced identification. Ceres Environmental Services, Inc.

Notary Seal:

TRACEY ANN MANCINI
Notary Public - State of Florida
Commission # HH 415027
My Comm. Expires Jul 29, 2027
Bonded through National Notary Assn.

Notary: _____
Print Name: Tracey L. Mancini
My Commission Expires: July 29, 2027

CITY OF KISSIMMEE

By: _____
Mayor-Commissioner

Date: July 15, 2025

ATTEST:

Tameara Crespo
City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES- RFP 2025-006

A. GENERAL SCOPE.

The Contractor shall provide all expertise, personnel tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm generated debris. The term "eligible", as used herein, means qualifying for emergency funding under the standards promulgated by the FEMA. The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste material.

Contracted services will be limited to the clearing of roadways and access routes, debris removal and demolition of structures when determined as necessary to:

a. Eliminate immediate threats to life, public health, and safety;

b. Eliminate immediate threats of significant damage to improved public or private property; and

c. Ensure the economic recovery of the affected community for the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal of lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Contract services will only be performed when requested and as designated by the City, by approved work authorization issued by the City. The contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City, at its sole discretion, reserves the right to assign work to various contractors. The City also reserves the right to approve all subcontractors hired by the contractor and/or, upon request, require the contractor to dismiss a subcontractor.

1. Emergency Push/Road Clearance:

The contractor shall accomplish the cutting, tossing and/or pushing of debris, leaning trees and removal of hanging limps or hangers (hangers are defined as any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or greater at the point of break, creating an immediate threat to a public use area or Right-of-Way). Any limb(s) that are hanging over City transportation routes and City Right-Of-Way (ROW) and could be considered a hanger as defined above should be removed by this contractor as directed by the City. The initial emergency push will be completed within a maximum

of seventy (70) hours as mandated by FEMA. Upon completion of the first 70 hours, the reimbursement method changes to unit cost. Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event "Notice to Proceed".

2. Debris Removal from Public Right-of-Way (ROW)

As directed by the City, the Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

3. Debris Clearance/Removal from Public Property

As directed by the City, the contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

4. Demolition of Structures and Construction Debris Removal

As directed by the City, the contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. The contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

5. Private Property Waivers

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with federal requirements applicable to the disaster event.

6. Debris Separation/Reduction and Temporary Debris Management Site (TDMS) Management

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the contractor only with prior approval of the City. Actions by the contractor will include, but are not limited to the following:

a. Ensure that only debris authorized by the City's Public Works Director or his/her designated representative will be allowed into the TDMS sites;

b. Provide the City with a video record of the pre and post use site conditions;

c. Prepare a plan of proposed site layout and review with the City prior to its implementation;

d. Prepare a plan for site security and traffic control for both on the site and adjacent roadways for review and approval by the City prior to its implementation;

e. Provide adequate fire prevention/fighting equipment, including water truck and hoses, on-site throughout the operational period of the TDMS;

f. Build and/or maintain roads as necessary for TDMS operation;

g. Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS;

h. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms;

i. Confine hours of operation of the TDMS to those determined by the City;

j. Stage and process all debris in accordance with instructions from the City;

k. Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction;

l. Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste;

m. Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS;

n. Provide the City with proper and acceptable documentation (including destination, tickets, volume and/or weight) for final disposal of debris accepted at the TDMS;

o. Upon the closure of the TDMS, restore the site to its Pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition; and

p. As directed by the City, sod, hydro-seed or sprig the property once all other site

closure issues have been addressed.

7. Designation and Management of Staging Areas

Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

8. Management of Tree Debris

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the contractor. The contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

9. Disaster Recovery Technical Assistance

The contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program (State of Florida plus FEMA), planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

B. STANDARDS OF PERFORMANCE

1. Contractor Representative and General Operations Plan

The contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement. The City will approve the General Operations Plan prior to its implementation with the City. The contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's

General Operations Plan. **The City may require a reasonable limit on the period of performance for the work to be done.**

2. Mobilization

Equipment for the emergency push shall be staged no more than a six (6) hour drive from the City of Kissimmee. When a notice to proceed in advance of an event has been received by the contractor, he/she will make all necessary arrangements to mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours and one hundred percent (100%) of the required resources with ninety-six (96) hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the City.

3. Sub-Contracting

Contractor shall not assign, transfer, or sub-contract this contract, either in whole or in part, without prior written approval of the City of Kissimmee.

Contractor shall be responsible for ensuring that any and all subcontractors adhere to the City's Insurance requirements and furnish the required Insurance Certificates prior to commencement of any work on City property.

The subcontractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The subcontractor shall employ sound practices and standard methods in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

The subcontractor shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The subcontractor is also reminded that he must fully adhere to the Federal Occupation Safety and Health Act. (OSHA) Contractor shall submit a detailed description to the City of work performed by an approved subcontractor.

Contractor shall submit proof of payment to the City of all work performed by an approved subcontractor.

4. Self-Sufficiency of Contractor and Subcontractors

The contractor shall ensure that its workforce, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

12. Damages by Contractor

The contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later request as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. The contractor must report such damage to the Contract Administrator in writing within twenty-four (24) hours. Should any property be damaged due to the negligence on the part of the contractor, the City may either bill contractor for the damages, withhold funds due to the contractor, or the contractor may also repair all damage to the satisfaction of the City within thirty (30) days. The determination of whether the "negligence" has occurred shall be made by the City.

13. Contractor's Duty Regarding Other Contractor(s)

The contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

14. Contractor's Ownership of Debris

All debris, once collected by the contractor, shall become the property of the contractor or the City may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

15. Contractor's Disposal of Debris

Unless otherwise directed by the City, the contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDMS and final disposal sites shall be determined by the City and utilized by the contractor. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the City. Upon request from the contractor, other sites may be utilized as directed and/or approved by the City.

GENERAL TERMS AND CONDITIONS

1. Multiple, Scheduled Passes

The contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The contractor will document the completion of all passes based on the direction from

the City and will provide this documentation to the City.

2. Clean As You Go Policy

The contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

3. Operation of Equipment

The contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a Right Of Entry (ROE) Agreement has been obtained prior to property entry.

4. Security of Debris During Hauling

The contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with Florida Department of Transportation (FDOT) guidelines. As required, the contractor will survey the primary routes used by the contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5. Traffic Control

The contractor shall mitigate impact on local traffic conditions to the greatest extent possible. The contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the U.S. Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). The contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

6. M.O.T. Requirements

The successful bidder and all personnel performing maintenance of traffic (M.O.T.) activities shall possess valid and verifiable certificates of training per the most current State of Florida standards and regulations. These requirements include but are not limited to the definition of different types of training that may be offered, i.e., Maintenance of Traffic

Intermediate, Flagging Traffic, Placement of Work Zone Traffic Control Devices, etc. A copy of the certification document (s) must be submitted with their bid submittal.

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Workers Ahead", cones, flagmen or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices (MUTC) and Safe Practices. OSHA standards shall be utilized where applicable.

7. Work Days/Hours

Work Days and/or work hours shall be directed by the City following consultation and notification to the contractor. Working hours on holidays shall be at the discretion and approval by the City.

8. Hazardous and Industrial Wastes

Upon the pre-authorization of the City, the contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and federal requirements and will be approved by the City. In accord with this plan, the contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

9. Work Safety

The contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. The contractor shall ensure that its subcontracts contain an equivalent safety provision.

10. Inspection of Contractor Operations

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

11. Corrective Actions Required of Contractor

When instructed by the City's representative, the prime contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. The prime contractor will notify the City in writing with corrective actions within twenty-four hours of notification.

12. Ineligible Work

The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or federal reimbursement.

a. Eligibility Inspections

The City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

b. Eligibility Determinations

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

13. Other Agencies

The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this agreement.

REPORTS, CERTIFICATIONS AND DOCUMENTATION

1. Reports

The contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

a. Daily Reports

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. The contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to *completely* describe the daily conduct of the contractor's operations within twenty-four (24) hours.

b. Weekly Summaries

A summary of all information contained in the daily reports as described above, within two (2) days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck certification number, truck yardage, percent full, calculated yardage (or weight, if applicable), field monitor name/number, TDMS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

c. Report Delivery

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the contractor.

d. Data Reconciliation

Reconciliation of data will be accomplished weekly between the contractor and the City's representative. All discrepancies will be resolved within five (5) days. If contractor does not comply, a one percent penalty will be applied to the un-reconciled amount.

e. Final Project Closeout

Upon final inspection and/or closeout of the project by the City, the contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not be limited to the total volume collected from roadways, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts hauled directly to final disposal site of the debris managed by the contractor, plus the total cost of the project invoiced to the City. The contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation

must be approved by the City.

2. Certifications

The contractor will adhere to the process for certification of personnel and vehicles established by the City's Public Works Debris Management and FEMA if not equal, to include the following:

a. Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with the most current City/County procedures. After the disaster, the City, or the designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the contractor.

All contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid drivers' licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two (2) placards, one (1) each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the City's Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and subcontractor's records.

b. Certification of Personnel

The contractor will certify to the City that all contractor and subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all contractor and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Osceola County and/or the City.

- Senior supervisory personnel of the contractor and all subcontractors thereto will have received training in debris management, the operational concepts established by the City's Debris Management Plan, and the implementation of the National Incident Management System.

- Personnel assigned by the contractor as responsible for data management,

invoicing and other documentation duties will be trained in the Data Management concepts and approaches to be used by the City, in accord with provisions of the City's Debris Management Plan.

• Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, state and federal statute and regulations.

• Upon their deployment for field operations, all contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

3. Utilization of a Standardized "Load Ticket"

The contractor and all subcontractors will utilize a standardized "load ticket' for documenting each load of debris from its origin to the TDMS and/or final disposal location, as indicated. The "load ticket" utilized will be identical to and/or fully consistent with that defined in the City's Debris Management Plan and in Attachment B to this agreement.

4. Additional Supporting Documentation

The contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by the contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

5. Report Maintenance

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years.

DATA MANAGEMENT AND DOCUMENTATION. The Consultant shall ensure all necessary documentation is provided as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA Emergency Relief "ER" Program, the FEMA Public Assistance "PA" program or other applicable Federal state or local agencies.

2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.

3. Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.

4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA-ER or FEMA PA, and/or other federal, state or local programs as outlined in accordance with the Debris Management Plan.

5. Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street identifier, and/or other information as available and applicable.

6. Environmental authorizations and/or permits, as applicable.

7. Daily electronic spreadsheet summaries of cubic yards/tons collected by Federal program. The daily summary shall be communicated to the Debris Manager or designee.

8. Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.

9. Provide certified weight master is necessary.

10. Assist in creating field maps using Geographic Information Systems (GIS), as well as track and present contractor progress in GIS.

11. Organize, maintain, and provide the City's electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the City upon completion of the project.

EXHIBIT "B"
RFP 2025- 006 and CONTRACTOR'S PROPOSAL

CERES ENVIRONMENTAL

April 29, 2025

City of Kissimmee
Attn: Purchasing Division, Finance Department
101 Church Street, 4th Floor
Kissimmee, FL 34741

RE: **RFP2025-006 Emergency Response and Recovery Services**
Due: May 01, 2025, at 2:00 PM ET

Dear Evaluation Committee:

We are pleased to submit the enclosed proposal for the **City of Kissimmee RFP2025-006 Emergency Response and Recovery Services.** Ceres Environmental Services, Inc. is a national leader in disaster recovery and a government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and separation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

In Florida, Ceres has loaded, hauled, managed, reduced, and disposed of over **16,000,000 cubic yards of debris across 81 client activations since 2016.** This along with being a Florida-based corporation has helped Ceres build trusted relationships with Florida Division of Emergency Management, Florida Department of Environmental Protection, and Florida Department of Transportation to provide disaster guidance and quickly permit debris sites.

Within the past ten years, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres extensive experience and unique capabilities for Kissimmee.

- Across the U.S., Ceres has hauled, reduced, and disposed of **over 56,000,000 cubic yards of debris.**
- Ceres has managed over **60,000 Right-of-Entries.**
- Ceres maintains **$2 Billion** in bonding capacity. Bonding capacity is indicative of financial health.
- Ceres has a demonstrated ability to maintain account receivables of more than **$188.8 Million** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry – **2,019 pieces of equipment.**
- Ceres owns the largest internal reduction capacity in the industry – **over 120,000 CYs per day** with 17 grinders and 10 air curtain incinerators.
- Ceres has **61 full-time disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience.**
- Ceres received an **"Exceptional"** rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in SW Georgia, Hurricane Irma/Maria in the U.S.V.I., and Hurricane Katrina in Louisiana.
- During the U.S. Army Corps of Engineers Southwest Georgia Debris Mission following Hurricane Michael, Ceres averaged 769,000 cubic yards of debris for the first 3 weeks of the project with a peak hauling capacity of **140,000 cubic yards in a single day.** This project was performed simultaneously with 4 other projects. When these 4 projects are included, Ceres peak hauling capacity was over **200,000 cubic yards per day.**

Ceres' Disaster Recovery Division in Sarasota, FL provides an excellent location from which to manage our post-disaster work in Kissimmee. If an event affects our Sarasota office, Ceres maintains other offices in LA, TX, MN, and CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

David McIntyre, President, (david.mcintyre@ceresenv.com); John Ulschmid, Senior Vice President, (john.ulschmid@ceresenv.com); and Tia Laurie, Corporate Secretary, (contact@ceresenv.com) are authorized to make representations for Ceres. They can all be reached on our toll-free number (800) 218-4424. Tia Laurie is the primary contact for the City. The corporate address is 6731 Business Boulevard Suite 100, Sarasota, FL 34240.

Ceres is committed to perform the work as described in the RFP and we look forward to the opportunity to be your supplier of disaster debris management services.

Sincerely,

Tia Laurie
Corporate Secretary
Ceres Environmental Services, Inc.

EXHIBIT "C"
PRICE PROPOSAL

Contract Bid Sheet
N/BID: RFP2025-006 Emergency Response & Recovery Services

Ceres Environmental Services, Inc.

Field Name and Description Attachment "A" (All Final Disposal Sites are Approved by the City Prior to Final Disposal)	Cost Per Unit	Estimated Total Units	Total Cost
Collect & Haul			
0-15 miles: Veg from ROW to DMS	$9.81	1	$9.81
15.01-30 miles: Veg from ROW to DMS	$9.87	1	$9.87
30.01-60 miles: Veg from ROW to DMS	$9.92	1	$9.92
Greater than 60 miles: Veg from ROW to DMS	$9.98	1	$9.98
Single price - Veg from ROW to DMS	$9.87	1	$9.87
Management and Reduction			
Grinding/Chipping vegetative debris	$2.98	1	$2.98
Air curtain burning vegetative debris	$1.98	1	$1.98
Open burning vegetative debris	$1.68	1	$1.68
Compacting vegetative debris	$1.28	1	$1.28
Preparation, Management & Segregating debris at Management Site (DMS)	$2.48	1	$2.48
C & D Collect and Haul			
0-15 Miles: C&D collect and removal	$9.81	1	$9.81
15.01-30 Miles: C&D collect and removal	$9.87	1	$9.87
30.01-60 Miles: C&D collect and removal	$9.92	1	$9.92
Greater than 60 Miles: C&D collect and removal	$9.98	1	$9.98
Final Disposal			
0-15 Miles: DMS to final disposal site	$3.89	1	$3.89
15.01-30 Miles: DMS to final disposal site	$3.94	1	$3.94
30.01-60 Miles: DMS to final disposal site	$3.96	1	$3.96
Greater than 60 Miles: DMS to final disposal site	$3.98	1	$3.98
Single Price - DMS to final disposal site	$3.95	1	$3.95
Tipping Fees (pass through cost with-out markup) (Vegetative)	PassThru	1	PassThru
Tipping Fees (pass through cost with-out markup) (Mixed)	PassThru	1	PassThru
Tipping Fees (C & D) - fee includes negotiated contract price or pass through amount for C & D	PassThru	1	PassThru
Tree Operations			
6" to less than 13": Hazardous Tree	$25.00	1	$25.00
13" to less than 25": Hazardous Tree	$195.00	1	$195.00
25" to less than 37": Hazardous Tree	$225.00	1	$225.00
37" to less than 48": Hazardous Tree	$250.00	1	$250.00
48" diameter and greater: Hazardous Tree	$400.00	1	$400.00
Hazardous limbs or hangers removal to be paid on per tree basis	$140.00	1	$140.00
Greater than 24" to less than 49" diameter: Hazardous stump removal	$400.00	1	$400.00
49" and greater diameter: Hazardous stump removal	$500.00	1	$500.00
Stump Fill Dirt (Fill stump holes after removal)	$30.00	1	$30.00

Specialty Removal			
Waterway Debris Removal (Canals, Rivers, Creeks, Streams & Ditches)	$69.00	1	$69.00
Sand Collection and Screening	$29.00	1	$29.00
Vehicle Removal	$75.00	1	$75.00
Vessel Removal (Land)	$35.00	1	$35.00
Vessel Removal (Marine)	$70.00	1	$70.00
Carcass Removal	$0.50	1	$0.50
ROW White Goods Removal	$60.00	1	$60.00
Freon Management	$35.00	1	$35.00
Demolition of Private Structure	$16.98	1	$16.98
Electronic Waste	$19.00	1	$19.00
Silt Removal	$24.00	1	$24.00
Putrescent Removal	$19.00	1	$19.00
Bio waste	$9.98	1	$9.98
Household Hazardous Waste (HHW) removal and disposal	$6.98	1	$6.98
Restoration			
Lake Restoration (Berm Construction)	$24.50	1	$24.50
Canal Shoreline Restoration	$29.98	1	$29.98
Sr. Technician/Field Supervisor	$55.00	1	$55.00
Clerical Staff	$52.00	1	$52.00
Clerical Supervisor	$55.00	1	$55.00
***** Vendor Acknowledged the Addendum*****	YES		
Definitions:			
*VEG=Vegetation			
*ROW=Right-Of-Way			
*DMS=Debris Management Site			
*Hangers= Any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or greater at the point of break, creating an immediate threat to a public use area or Right-of-Way.			

AGREEMENT BETWEEN CITY OF KISSIMMEE
and
CrowderGulf

THIS AGREEMENT is made and entered this 3rd day of June, 2025 by and between the **CITY OF KISSIMMEE,** a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and CrowderGulf, whose address is 5629 Commerce Blvd. E, Mobile, Al 36619 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

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

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

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

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

1. **RECITALS**. The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement.

2. **TERM**. This Agreement shall be effective for a term of one-year from the date of execution of the agreement, with the option of four consecutive one-year renewals.

3. **REQUIRED SERVICES**. CONTRACTOR shall provide emergency response and recovery services ("Work") as defined by the Request for Proposal, any addenda thereto, and CONTRACTOR's Proposal to City, attached hereto as Exhibit "B" and incorporated by reference and made a binding part hereof. Following a declared emergency, the Contractor shall perform the Work in accordance Contractor's Proposal for the City, and the Price Proposal attached as Exhibit "C" and incorporated herein. The work shall

commence upon receipt of a Work / Release Order issued by the City. Each Work Order shall describe the work required and will state the dates of performance of services, and payment shall be made in accordance with the price schedule included in the Price Proposal.

CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and any addenda thereto. CONTRACTOR's services are further enumerated and described in Exhibit "B."

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

4. **REPRESENTATIONS**. CONTRACTOR hereby represents to the CITY that:

a. CONTRACTOR has the experience and skill to perform the services required by this Agreement.

b. CONTRACTOR will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of services who, in CITY's sole discretion, is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY.

c. CONTRACTOR will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees. CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.

d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY.

e. CONTRACTOR is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

f. *Debarment and Suspension.* Contractor has not been suspended or debarred and can be awarded a contract funding with Federal Assistance. The contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. *Clean Air Act and Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

h. *Work Hours and Safety Standards Act.* Contractor shall comply with the provisions of 40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, and that any hours worked in excess of forty hours in a workweek be compensated at a rate of not less than one and one-half times the basic rate of pay.

i. *Energy Policy and Conservation Act.* Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U.S.C. 6201)

j. *Byrd Anti-Lobbying Amendment.* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who

in turn will forward the certification(s) to the awarding agency.

k. *Solid Waste Disposal Act.* Contractor shall comply with hall applicable requirements of Section 6002 of the Solid Waste Disposal Act. Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1) competitively within a timeframe of the contract schedule; 2) meeting contract performance requirements; or 3) at a reasonable price.

5. **INDEPENDENT CONTRACTOR.** The parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of the CITY.

6. **PAYMENT.** Invoices shall provide details of all project expenses authorized by the Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice.

7. **INSURANCE REQUIREMENTS**.

a. Proof of Insurance: CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required under this Agreement. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance showing that CITY has been listed as an Additional Insured shall accompany the Certificate of Insurance. Said Certificate of Insurance shall also provide that any company issuing an insurance policy for the Work shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance. In the event of non-payment of premium not less than (10) days advance notice in writing shall be required. Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

b. Waiver of Subrogation. The Contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its

officers, elected officials, agents and employees and against other Contractors and Subcontractors.

c. Commercial General Liability Insurance: CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than $1,000,000 per occurrence and a deductible amount of not more than $10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list CITY as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A- or higher. Other specific policy endorsements may be required depending on the type and scope of work to be performed.

d. Business Automobile Liability: CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than $1,000,000.00 each accident for owned, non-owned and hired automobiles.

e. Workers Compensation & Employer's Liability Insurance: CONTRACTOR shall maintain in force for the duration of the contracted period Florida Worker Compensation Insurance at statutory limits and Employer's Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit.

f. All coverage for CONTRACTOR's subcontractors shall be subject to all the requirements stated herein. CONTACTOR and subcontractors shall bear all costs and expenses associated with acquisition and maintenance of all policies required herein.

9. **TERMINATION**.

a. CITY may terminate this Agreement, or any Work Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACOR.

b. CITY may terminate this Agreement upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.

c. Notwithstanding the foregoing, CITY may immediately terminate this Agreement,

without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

d. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

e. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.

f. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.

g. There shall be no termination charges for services not yet provided. CITY will be responsible for payment of authorized services already provided by CONTRACTOR but not yet invoiced, provided such services have been approved by the CITY. Upon payment of CONTRACTOR's claims, CITY shall be entitled to all work and materials paid for.

h. Before assuming any payment obligation under this section, CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.

i. There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could have reasonably avoided.

10. **FORCE MAJEURE**. Neither party shall be responsible for its failure to perform due to

causes beyond its reasonable control, such as acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), theft, war, riot, embargoes, military or usurped power or confiscation, terrorist activities, or an event for which a declaration of emergency is issued by legally empowered local, state, or federal governing authorities.

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

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from CONTRACTOR's performance of the Agreement or any breach or default thereof by CONTRACTOR.

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

13. **NONASSIGNMENT; SUBCONTRACTOR.** CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY. CITY may cancel this Agreement for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing and signed by the parties. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor to CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, subcontractor shall abide by all the terms and conditions contained in this Agreement. Any changes in previously approved subcontractors shall require prior written approval by CITY.

14 **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that

it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

15. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating Page 3 of 8 that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify. Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

16. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

17. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

18. **PUBLIC RECORDS LAW**. The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems

of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

g. Any and all-time records and cost data shall be maintained in accordance with generally accepted accounting principles.

h. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

i. The CONTRACTOR shall maintain and allow access to the records for a period of five (5) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.

19. **APPLICABLE LAWS**. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

20. **JURY TRIAL WAIVER; VENUE; WAIVER OF ATTORNEY FEES**. CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.

21. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or of future rights to enforce compliance.

22. **NOTICES**. All notices and demands shall be sent U.S. Certified Mail, return receipt to:

As to CONTRACTOR:	As to CITY:
CrowderGulf 5629 Commerce Blvd. E. Mobile, AL 36619	City of Kissimmee City Attorney's Office 101 Church St., 5th Floor Kissimmee, FL 34741

23. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

24. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

25. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

26. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

27. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

Signature Page to Follow

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

CONTRACTOR

By: Ashley Ramsay-Naile

Title: President

Date: 05-27-25

STATE OF ~~FLORIDA~~ ALABAMA
COUNTY OF MOBILE

The foregoing instrument was acknowledged before me this 27th day of May, 2025, by Ashley Ramsay-Naile as President of CrowderGulf Joint Venture, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Kerrie A. Noll
Print Name: Kerrie A. Noll
My Commission Expires: 8-15-2026

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

CITY OF KISSIMMEE

By: _____
Mayor-Commissioner

Date: June 04, 2025

KISSIMMEE Founded 1883 IN GOD WE TRUST

ATTEST:

Tameara Crespo
City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES- RFP 2025-006

A. GENERAL SCOPE.

The Contractor shall provide all expertise, personnel tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm generated debris. The term "eligible", as used herein, means qualifying for emergency funding under the standards promulgated by the FEMA. The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste material.

Contracted services will be limited to the clearing of roadways and access routes, debris removal and demolition of structures when determined as necessary to:

a. Eliminate immediate threats to life, public health, and safety;

b. Eliminate immediate threats of significant damage to improved public or private property; and

c. Ensure the economic recovery of the affected community for the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal of lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Contract services will only be performed when requested and as designated by the City, by approved work authorization issued by the City. The contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City, at its sole discretion, reserves the right to assign work to various contractors. The City also reserves the right to approve all subcontractors hired by the contractor and/or, upon request, require the contractor to dismiss a subcontractor.

1. Emergency Push/Road Clearance:

The contractor shall accomplish the cutting, tossing and/or pushing of debris, leaning trees and removal of hanging limps or hangers (hangers are defined as any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or greater at the point of break, creating an immediate threat to a public use area or Right-of-Way). Any limb(s) that are hanging over City transportation routes and City Right-Of-Way (ROW) and could be considered a hanger as defined above should be removed by this contractor as directed by the City. The initial emergency push will be completed within a maximum

of seventy (70) hours as mandated by FEMA. Upon completion of the first 70 hours, the reimbursement method changes to unit cost. Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event "Notice to Proceed".

2. Debris Removal from Public Right-of-Way (ROW)

As directed by the City, the Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

3. Debris Clearance/Removal from Public Property

As directed by the City, the contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

4. Demolition of Structures and Construction Debris Removal

As directed by the City, the contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. The contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

5. Private Property Waivers

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with federal requirements applicable to the disaster event.

6. Debris Separation/Reduction and Temporary Debris Management Site (TDMS)

Management

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the contractor only with prior approval of the City. Actions by the contractor will include, but are not limited to the following:

a. Ensure that only debris authorized by the City's Public Works Director or his/her designated representative will be allowed into the TDMS sites;

b. Provide the City with a video record of the pre and post use site conditions;

c. Prepare a plan of proposed site layout and review with the City prior to its implementation;

d. Prepare a plan for site security and traffic control for both on the site and adjacent roadways for review and approval by the City prior to its implementation;

e. Provide adequate fire prevention/fighting equipment, including water truck and hoses, on-site throughout the operational period of the TDMS;

f. Build and/or maintain roads as necessary for TDMS operation;

g. Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS;

h. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms;

i. Confine hours of operation of the TDMS to those determined by the City;

j. Stage and process all debris in accordance with instructions from the City;

k. Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction;

l. Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste;

m. Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS;

n. Provide the City with proper and acceptable documentation (including destination, tickets, volume and/or weight) for final disposal of debris accepted at the TDMS;

o. Upon the closure of the TDMS, restore the site to its Pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition; and

p. As directed by the City, sod, hydro-seed or sprig the property once all other site

closure issues have been addressed.

7. Designation and Management of Staging Areas

Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

8. Management of Tree Debris

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the contractor. The contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

9. Disaster Recovery Technical Assistance

The contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program (State of Florida plus FEMA), planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

B. STANDARDS OF PERFORMANCE

1. Contractor Representative and General Operations Plan

The contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement. The City will approve the General Operations Plan prior to its implementation with the City. The contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's

General Operations Plan. **The City may require a reasonable limit on the period of performance for the work to be done**.

2. Mobilization

Equipment for the emergency push shall be staged no more than a six (6) hour drive from the City of Kissimmee. When a notice to proceed in advance of an event has been received by the contractor, he/she will make all necessary arrangements to mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours and one hundred percent (100%) of the required resources with ninety-six (96) hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the City.

3. Sub-Contracting

Contractor shall not assign, transfer, or sub-contract this contract, either in whole or in part, without prior written approval of the City of Kissimmee.

Contractor shall be responsible for ensuring that any and all subcontractors adhere to the City's Insurance requirements and furnish the required Insurance Certificates prior to commencement of any work on City property.

The subcontractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The subcontractor shall employ sound practices and standard methods in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

The subcontractor shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The subcontractor is also reminded that he must fully adhere to the Federal Occupation Safety and Health Act. (OSHA) Contractor shall submit a detailed description to the City of work performed by an approved subcontractor.

Contractor shall submit proof of payment to the City of all work performed by an approved subcontractor.

4. Self-Sufficiency of Contractor and Subcontractors

The contractor shall ensure that its workforce, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

12. Damages by Contractor

The contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later request as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. The contractor must report such damage to the Contract Administrator in writing within twenty-four (24) hours. Should any property be damaged due to the negligence on the part of the contractor, the City may either bill contractor for the damages, withhold funds due to the contractor, or the contractor may also repair all damage to the satisfaction of the City within thirty (30) days. The determination of whether the "negligence" has occurred shall be made by the City.

13. Contractor's Duty Regarding Other Contractor(s)

The contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

14. Contractor's Ownership of Debris

All debris, once collected by the contractor, shall become the property of the contractor or the City may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

15. Contractor's Disposal of Debris

Unless otherwise directed by the City, the contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDMS and final disposal sites shall be determined by the City and utilized by the contractor. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the City. Upon request from the contractor, other sites may be utilized as directed and/or approved by the City.

GENERAL TERMS AND CONDITIONS

1. Multiple, Scheduled Passes

The contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The contractor will document the completion of all passes based on the direction from

the City and will provide this documentation to the City.

2. Clean As You Go Policy

The contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

3. Operation of Equipment

The contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a Right Of Entry (ROE) Agreement has been obtained prior to property entry.

4. Security of Debris During Hauling

The contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with Florida Department of Transportation (FDOT) guidelines. As required, the contractor will survey the primary routes used by the contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5. Traffic Control

The contractor shall mitigate impact on local traffic conditions to the greatest extent possible. The contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the U.S. Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). The contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

6. M.O.T. Requirements

The successful bidder and all personnel performing maintenance of traffic (M.O.T.) activities shall possess valid and verifiable certificates of training per the most current State of Florida standards and regulations. These requirements include but are not limited to the definition of different types of training that may be offered, i.e., Maintenance of Traffic

Intermediate, Flagging Traffic, Placement of Work Zone Traffic Control Devices, etc. A copy of the certification document (s) must be submitted with their bid submittal.

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Workers Ahead", cones, flagmen or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices (MUTC) and Safe Practices. OSHA standards shall be utilized where applicable.

7. Work Days/Hours

Work Days and/or work hours shall be directed by the City following consultation and notification to the contractor. Working hours on holidays shall be at the discretion and approval by the City.

8. Hazardous and Industrial Wastes

Upon the pre-authorization of the City, the contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and federal requirements and will be approved by the City. In accord with this plan, the contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

9. Work Safety

The contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. The contractor shall ensure that its subcontracts contain an equivalent safety provision.

10. Inspection of Contractor Operations

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

11. Corrective Actions Required of Contractor

When instructed by the City's representative, the prime contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. The prime contractor will notify the City in writing with corrective actions within twenty-four hours of notification.

12. Ineligible Work

The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or federal reimbursement.

a. Eligibility Inspections

The City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

b. Eligibility Determinations

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

13. Other Agencies

The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this agreement.

REPORTS, CERTIFICATIONS AND DOCUMENTATION

1. Reports

The contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

a. Daily Reports

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. The contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to *completely* describe the daily conduct of the contractor's operations within twenty-four (24) hours.

b. Weekly Summaries

A summary of all information contained in the daily reports as described above, within two (2) days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck certification number, truck yardage, percent full, calculated yardage (or weight, if applicable), field monitor name/number, TDMS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

c. Report Delivery

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the contractor.

d. Data Reconciliation

Reconciliation of data will be accomplished weekly between the contractor and the City's representative. All discrepancies will be resolved within five (5) days. If contractor does not comply, a one percent penalty will be applied to the un-reconciled amount.

e. Final Project Closeout

Upon final inspection and/or closeout of the project by the City, the contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not be limited to the total volume collected from roadways, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts hauled directly to final disposal site of the debris managed by the contractor, plus the total cost of the project invoiced to the City. The contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation

must be approved by the City.

2. Certifications

The contractor will adhere to the process for certification of personnel and vehicles established by the City's Public Works Debris Management and FEMA if not equal, to include the following:

a. Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with the most current City/County procedures. After the disaster, the City, or the designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the contractor.

All contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid drivers' licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two (2) placards, one (1) each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the City's Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and subcontractor's records.

b. Certification of Personnel

The contractor will certify to the City that all contractor and subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all contractor and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Osceola County and/or the City.

- Senior supervisory personnel of the contractor and all subcontractors thereto will have received training in debris management, the operational concepts established by the City's Debris Management Plan, and the implementation of the National Incident Management System.

- Personnel assigned by the contractor as responsible for data management,

invoicing and other documentation duties will be trained in the Data Management concepts and approaches to be used by the City, in accord with provisions of the City's Debris Management Plan.

• Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, state and federal statute and regulations.

• Upon their deployment for field operations, all contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

3. Utilization of a Standardized "Load Ticket"

The contractor and all subcontractors will utilize a standardized "load ticket' for documenting each load of debris from its origin to the TDMS and/or final disposal location, as indicated. The "load ticket" utilized will be identical to and/or fully consistent with that defined in the City's Debris Management Plan and in Attachment B to this agreement.

4. Additional Supporting Documentation

The contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by the contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

5. Report Maintenance

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years.

DATA MANAGEMENT AND DOCUMENTATION. The Consultant shall ensure all necessary documentation is provided as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA Emergency Relief "ER" Program, the FEMA Public Assistance "PA" program or other applicable Federal state or local agencies.

2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.

3. Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.

4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA-ER or FEMA PA, and/or other federal, state or local programs as outlined in accordance with the Debris Management Plan.

5. Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street identifier, and/or other information as available and applicable.

6. Environmental authorizations and/or permits, as applicable.

7. Daily electronic spreadsheet summaries of cubic yards/tons collected by Federal program. The daily summary shall be communicated to the Debris Manager or designee.

8. Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.

9. Provide certified weight master is necessary.

10. Assist in creating field maps using Geographic Information Systems (GIS), as well as track and present contractor progress in GIS.

11. Organize, maintain, and provide the City's electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the City upon completion of the project.

Electronic Debris Monitoring. *The Consultant may exercise the option to utilize electronic debris monitoring and if chosen the Consultant must comply with requirements set forth in the following sections:*

Equipment Requirements:

1. Data Storage Media – Debris management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Consultant. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc. and employs an anti-tampering mechanism. Consultant shall provide media to each person performing a debris mission role that results in data collection, i.e., drivers, ticket managers, etc.

2. Handheld Units (HHU) – The Consultant will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media. HHU's shall have the capability to determine

locations by GPS and the capability to write GPS coordinates to the removable media. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift. The HHU's will perform two functions: (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity.

a) HHU's capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers.

b) HHU's capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.

c) GPS – HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.

3. Durable Printer – The Consultant shall provide a durable printer to print load tickets at the request of the City. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.

4. Server(s) – The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant's database shall be placed on the Internet for controlled use, and be password protected by the Consultant. Upon completion of the work, the consultant shall surrender the records to the City who shall maintain the official database and records on its government furnished secure server. Access to the City server is limited to "Official Use Only". The City server is provided and maintained by the City.

5. Back-up equipment – In the event of equipment malfunction, loss or damage, the Consultant shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.

6. GIS – GIS Mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.

7. Internet Accessible database – The Consultant will establish a web-based database which is updated daily if not real-time. The data shall be accessible, by permission only, to subcontractors, local and state officials and others on a "need to know" basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City.

General Statement of Electronic Debris Monitoring System Parameters.

1. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.

2. The system must have a database capable of storing all data collected in the field. The Consultant shall provide the City a copy of the database with a matching structure at the completion of the work unless otherwise specified.

3. The system must include the capability to share database records with contractors, sub-contractors, or designated Departments within the City, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, sub-contractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission.

4. The Consultant uses the HHU to initiate the load data by entering debris type into the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location, address of pick-up if applicable, time, date, truck certification and driver information, and the ticket manager's unique ID code onto the removable media. Once the data is written on the media, the Ticket Manager will return the media to the driver. By this action, the Consultant verifies the debris meets FEMA and FHWA eligibility requirements.

5. HHUs are used at the debris verification area of disposal site(s) by tower manager. The vehicle driver presents the removable media, which was previously initiated by the field monitor, to the tower manager personnel located in the disposal site tower(s). The tower manager verifies the debris classification is appropriate (vegetative, C&D, missed, etc. and manually revises, if needed), verifies vehicle(s) and driver information is correct, estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the

smart card and add the information to the tower manager's HHU including the date, time debris arrives, site ID, GPS readings, load quantity and tower manager's unique ID Code.

6. All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption protected removable media device. The debris load information will be uploaded to the system which includes the City's and Consultant databases. Once this information is recorded, the tower manager's HHU will clear the removable media's debris data for the driver to re-use.

7. The media will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the tower manager's HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the City.

Functional Specifications and System Architecture

1. Ticket/Tower Mangers – Personnel Registration, Administration and Management: The system shall have the capability to manage user roles. The majority of the system users will be either ticket of tower managers. At a minimum, the system must have the following capabilities:

    a) A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data.

    b) Electronic registration of ticket/tower monitor.

    c) Link designated ticket/tower personnel roles to a specific mission.

    d) The ability to edit ticket/tower personnel roles i.e., create, update and delete.

    e) Store ticket/tower personnel contact information relative to the mission.

    f) Track and Manage ticket/tower personnel role and status.

    g) Assign and track equipment assigned to the user.

    h) Reject invalid ticket/tower personnel credentials.

    i) Reject invalid certification credentials.

2. Truck Certification: The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:

a) A means of electronically registering authorized debris Consultant vehicles and equipment.

b) Link electronic registration to digital images/Identify mission and respective location.

c) Generate uniform measurements e.g. feet and inches.
d) Capture vehicle volume.

e) Utilize industry standard equations for all volume calculations.
f) Capture drivers and certification team member unique identification numbers.

g) A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data.

h) Must depict image and other identifying data.

i) Must contain counter area for total cubic yards hauled.

j) Must employ anti-tampering mechanism.

k) Capability to recertify vehicles.

l) Recertified vehicles must be recorded in an audit table.

m) Certification data must be associated to authorized system user.

n) Reject media which are not associated with current event and applicant.

o) Capture vehicle audit records.

p) Create a printed certification record.

q) Administrative reporting capabilities.

3. Debris Disposal Site Management: Completed Per-Unit point of origin transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to:

a) Accept site configuration data at the beginning of each work day.

b) Dynamically configure receiving application based on site configuration data.

c) Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number.

d) Accept loads where:
   - Mission and applicant are valid.
   - Media authentication data is valid and unaltered.
   - Media contains valid load data.

e) Designate debris type.

f) Record debris volume (based on unit of measure).

g) Receive volume or per unit loads.

h) Identify original load data.

i) Identify duplicate load data.

j) Configure number of hard copies.

k) Create load data record in internal storage.

l) Create backup copy of internal storage.

m) Prepare driver media for next load.

n) Increment driver smart card based on total CY counter value.

o) Continuously calculate and present real-time disposal site statistics.

p) Re-print load ticket data.

q) Interface with durable outdoor printer.

r) Preserve in its original state, and then transmit daily transaction data.

s) Associate ticket/tower personnel credentials with each received load.

4. Field Administrative Functions: The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/ tower personnel GPS audit logs. At a minimum, the system must provide the capability to:

a) Change ticket/tower personnel identification badge roles and responsibilities.

b) Review media total CY counter value.

c) Audit vehicle certification data.

d) Validate/Invalidate smart cards.

e) Reinitiate security sequence for ticket/tower personnel or media.

f) In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the City's secure server.

5. Data Consolidation and Analysis/Reports Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data Analysis/Reports tools must provide the capability to:

a) Accept transactional data sets from multiple debris location systems.

b) Recognize multiple mission/applicant configurations.

c) Grant access to authorized authenticated users or processes.

d) Contain a master record of:
   - Roles and responsibilities.
   - Ticket/tower personnel credentials and other data.
   - Certification credentials and other data.
   - Mission data.
   - Applicant data.
   - Geospatial data.
     - Street centerlines.
     - City/County outlines.
     - Population and demographic.
     - Elevation.
     - Wetlands delineation.
     - Historic and Environmentally Sensitive areas.
     - Debris work zones.
     - Parcel data.
     - Land use.
     - FEMA flood zones.
   - Graphically depict:
     - Load locations by contractor
     - Load locations by subcontractor

    - Load locations by driver
    - Load locations by ticket/tower personnel
    - Load locations by date range
    - Load locations by zone
    - Load locations by applicant
    - Load locations by mission
    - Load locations by debris type
    - Load locations by disposal site
    - Load locations by land use
- Thematic mapping techniques to distinguish different data by color and/or symbol.
- Identify data attributes for a single point of data.
- Select one of many points of data.
- Calculate operational efficiency statistics such as:
    - Trip Turnaround time
    - Trip distance to disposal site (straight line projection sorted by 0-15 miles, 16-30 miles, 31-60 miles and greater than 61 miles).
    - Average container - fill percentage.
    - Average tower manager load call
    - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc.
- Dynamically configure user interface in response to point data selection to limit user authorities.
- Multiple data selections generate tubular data reports.
- Filter mechanism to highlight geospatial data.
- Control data access using role-based security
- User interface and access to underlying system data must dynamically configure at run time through the presentation of appropriate user credentials.
- Manage data ownership.
- Provide access based on security role model.
- Identify and distribute "owned" transactional datasets to limit internet access to the website data to view only your data.
- Prevent distributed data from being reprocessed for billing purposes.
- Identify billing data sets based on parameters such as:
    - Time/Date
    - Contractor/Subcontractor
    - Debris type
    - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
    - Haul distance
- Route billing data sets via defined and customized workflow rules.
- Approved billing data sets.
- Communicate general event status e.g.:
    - Total CY hauled (by debris type)

    - Total CY by disposal site
    - Total CY by contractor/subcontractor
    - Total CY by work zone/sector
    - Total CY by certified vehicle
    - Number of vehicles utilized
    - Number of ticket/tower personnel resources assigned
  - Manage user roles, responsibilities and passwords.
  - Prevent modification to original data by unauthorized or unauthenticated users.
  - Insert audit records into audit tables for all insertions, modifications, and deletions to original data.

6. Field Architecture – The field-based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must:
   - Require user authentication credentials.
   - Display current version at application start-up.
   - Synchronized with Greenwich Mean Time (GMT) for all date/time fields.
   - System must utilize location specific configuration data to initiate a warm start sequence for global positioning system.
   - System must remain in a ready state by default.
   - Acknowledge successful card write via display status message.
   - Create identification structures which utilize encryption technologies.
   - Employ anti-tamper and anti-tearing methods and technologies.
   - Where applicable, utilize 3 DES data encryption technologies to protect data.
   - Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media.

7. Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security.
   - Utilize relational database technology.
   - Employ geospatial analysis tools for data visualization.
   - Enable audit ability for:
     - Data insertion
     - Data modification
     - Data deletion
   - Prevent field and row level data deletion.
   - All access to data must be controlled.
   - Store certification and other identification data using encrypted relational technology.
   - Reside in a secure internet environment.

- Preserve base transactional data in its original state prior to processing or consolidation with other data.

8. Initial Startup Procedure for Debris Removal – Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.

EXHIBIT "B"
RFP 2025- 006 and CONTRACTOR'S PROPOSAL

EXHIBIT "C"
PRICE PROPOSAL

Operations Contract Bid Sheet
INVITATION/BID: RFP2025-006 Emergency Response & Recovery Services

Unit	Field Name and Description Attachment "A" (All Final Disposal Sites are Approved by the City Prior to Final Disposal)	Cost Per Unit	Estimated Total Units	Total Cost
	Collect & Haul			
CY	0-15 miles: Veg from ROW to DMS	$15.00	1	$15.00
CY	15.01-30 miles: Veg from ROW to DMS	$15.00	1	$15.00
CY	30.01-60 miles: Veg from ROW to DMS	$15.00	1	$15.00
CY	Greater than 60 miles: Veg from ROW to DMS	$15.00	1	$15.00
CY	Single price - Veg from ROW to DMS	$15.00	1	$15.00
	Management and Reduction			$0.00
CY	Grinding/Chipping vegetative debris	$4.00	1	$4.00
CY	Air curtain burning vegetative debris	$2.25	1	$2.25
CY	Open burning vegetative debris	$2.00	1	$2.00
CY	Compacting vegetative debris	$4.00	1	$4.00
CY	Preparation, Management & Segregating debris at Management Site (DMS)	$2.00	1	$2.00
				$0.00
				$0.00
	C & D Collect and Haul			$0.00
CY	0-15 Miles: C&D collect and removal	$15.00	1	$15.00
CY	15.01-30 Miles: C&D collect and removal	$15.00	1	$15.00
CY	30.01-60 Miles: C&D collect and removal	$15.00	1	$15.00
CY	Greater than 60 Miles: C&D collect and removal	$15.00	1	$15.00
				$0.00
	Final Disposal			$0.00
CY	0-15 Miles: DMS to final disposal site	$5.00	1	$5.00
CY	15.01-30 Miles: DMS to final disposal site	$6.00	1	$6.00
CY	30.01-60 Miles: DMS to final disposal site	$7.90	1	$7.90
CY	Greater than 60 Miles: DMS to final disposal site	$9.50	1	$9.50
CY	Single Price - DMS to final disposal site	$9.50	1	$9.50
CY	Tipping Fees (pass through cost with-out markup) (Vegetative)	Pass thro	1	$0.00
CY	Tipping Fees (pass through cost with-out markup) (Mixed)	Pass thro	1	$0.00
CY	Tipping Fees (C & D) - fee includes negotiated contract price or pass through amount for C & D	Pass through	1	$0.00
				$0.00
	Tree Operations			$0.00
Tree	6" to less than 13": Hazardous Tree	$45.00	1	$45.00
Tree	13" to less than 25": Hazardous Tree	$90.00	1	$90.00
Tree	25" to less than 37": Hazardous Tree	$145.00	1	$145.00
Tree	37" to less than 48": Hazardous Tree	$190.00	1	$190.00
Tree	48" diameter and greater: Hazardous Tree	$225.00	1	$225.00
Hanger(s)	Hazardous limbs or hangers removal to be paid on per tree basis	$75.00	1	$75.00
Stump	Greater than 24" to less than 49" diameter: Hazardous stump removal	$50.00	1	$50.00
Stump	49" and greater diameter: Hazardous stump removal	$100.00	1	$100.00
CY	Stump Fill Dirt (Fill stump holes after removal)	$14.00	1	$14.00
				$0.00
	Specialty Removal ##1 = 352			$0.00
CY	Waterway Debris Removal (Canals, Rivers, Creeks, Streams & Ditches)	$60.00	1	$60.00
CY	Sand Collection and Screening	$12.00	1	$12.00
Unit	Vehicle Removal	$40.00	1	$40.00

LF	Vessel Removal (Land)	$20.00	1	$20.00
LF	Vessel Removal (Marine)	$50.00	1	$50.00
Pound	Carcass Removal	$1.00	1	$1.00
Unit	ROW White Goods Removal	$35.00	1	$35.00
Unit	Freon Management	$30.00	1	$30.00
CY	Demolition of Private Structure	$16.00	1	$16.00
Unit	Electronic Waste	$25.00	1	$25.00
CY	Silt Removal	$18.00	1	$18.00
CY	Putrescent Removal	$25.00	1	$25.00
Pound	Bio waste	$8.00	1	$8.00
Pound	Household Hazardous Waste (HHW) removal and disposal	$12.00	1	$12.00
	Restoration			$0.00
CY	Lake Restoration (Berm Construction)	$28.00	1	$28.00
LF	Canal Shoreline Restoration	$28.00	1	$28.00
Hour	Sr. Technician/Field Supervisor	$60.00	1	$60.00
Hour	Clerical Staff	$28.00	1	$28.00
Hour	Clerical Supervisor	$30.00	1	$30.00
	*******Vendor Acknowledged the Addendum*******			
	Definitions:			
	*VEG=Vegetation			
	*ROW=Right-Of-Way			
	*DMS=Debris Management Site			
	greater at the point of break, creating an immediate threat to a public use area or Right-of-Way.			

Ashley Ramsay-Hale

All disposal / tipping fees will be a pass through cost at no markup.

For compacting vegetative debris, CrowderGulf will honor this rate for C&D compaction as well.

For Tree Removal Operations - our rate is for cut and drop only. All remaining debris will be hauled under ROW rates.

For Waterway Debris Removal operations - our rate assumed land based operations. Waterway Based Operations = $105.00 per CY

Demo of Private Structures - our rate is for NON-RACM demolitions.

8. Additional Information

AGREEMENT BETWEEN CITY OF KISSIMMEE
and
Thompson Consulting Service, LLC

THIS AGREEMENT is made and entered this 3rd day _____ of June, 2025 by and between the **CITY OF KISSIMMEE,** a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and Thompson Consulting Service, LLC, whose address is 2601 Maitland Center Parkway, Maitland, FL 32751 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

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

WHEREAS, CITY advertised RFP #2025-007 "Disaster Debris Monitoring" based on the competitive selection process, consistent with the City's procurement policies the CITY determined that Thompson Consulting Service, LLC was best qualified to provide the services and awarded the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFP; and

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

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

1. **RECITALS**. The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement.

2. **TERM**. This Agreement shall be effective for a term of one-year from the date of execution of the agreement, with the option of four consecutive one-year renewals.

3. **REQUIRED SERVICES**. CONTRACTOR shall provide emergency disaster debris monitoring services ("Work") as defined by the Request for Proposal, any addenda thereto, and CONTACTOR's Proposal to City, attached hereto as Exhibit "B" and incorporated by reference and made a binding part hereof. Following a declared emergency, the Contractor shall perform the Work in accordance Contractor's Proposal for the City, and the Price

Proposal attached as Exhibit "C" and incorporated herein. The work shall commence upon receipt of a Work / Release Order issued by the City. Each Work Order shall describe the work required and will state the dates of performance of services, and payment shall be made in accordance with the price schedule included in the Price Proposal.

CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and any addenda thereto. CONTRACTOR's services are further enumerated and described in Exhibit "B."

4. **REPRESENTATIONS**. CONTRACTOR hereby represents to the CITY that:

a. CONTRACTOR has the experience and skill to perform the services required by this Agreement.

b. CONTRACTOR will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of services who, in CITY's sole discretion, is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from the performance of work under this Agreement without hesitation or challenges to CITY.

c. CONTRACTOR will comply with applicable federal, state, and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees. CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.

d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY.

e. CONTRACTOR is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

f. Contractor has not been suspended or debarred and can be awarded a contract funding with Federal Assistance.

g. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) and will report violations to FEMA and

the Regional Office of the Environmental Protection Agency (EPA).

h. Contractor shall comply with the provisions of 40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

5. **INDEPENDENT CONTRACTOR.** The parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of the CITY.

6. **PAYMENT.** Invoices shall provide details of all project expenses authorized by the Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest, or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice.

7. **INSURANCE REQUIREMENTS.**

a. Proof of Insurance: CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required under this Agreement. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance showing that CITY has been listed as an Additional Insured shall accompany the Certificate of Insurance. Said Certificate of Insurance shall also provide that any company issuing an insurance policy for the Work shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance. In the event of non-payment of premium, not less than (10) days advance notice in writing shall be required. The contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

b. Waiver of Subrogation. The Contractor and its Subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and

against other Contractors and Subcontractors.

c. Commercial General Liability Insurance: CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than $1,000,000 per occurrence and a deductible amount of not more than $10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list CITY as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A- or higher. Other specific policy endorsements may be required depending on the type and scope of work to be performed.

d. Business Automobile Liability: CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than $1,000,000.00 each accident for owned, non-owned and hired automobiles.

e. Workers Compensation & Employer's Liability Insurance: CONTRACTOR shall maintain in force for the duration of the contracted period Florida Worker Compensation Insurance at statutory limits and Employer's Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit.

f. All coverage for CONTRACTOR's subcontractors shall be subject to all the requirements stated herein. CONTACTOR and subcontractors shall bear all costs and expenses associated with acquisition and maintenance of all policies required herein.

9. **TERMINATION**.

a. CITY may terminate this Agreement, or any Work Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACOR.

b. CITY may terminate this Agreement upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.

c. Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if

CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

d. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

e. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.

f. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.

g. There shall be no termination charges for services not yet provided. CITY will be responsible for payment of authorized services already provided by CONTRACTOR but not yet invoiced, provided such services have been approved by the CITY. Upon payment of CONTRACTOR's claims, CITY shall be entitled to all work and materials paid for.

h. Before assuming any payment obligation under this section, CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.

i. There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could have reasonably avoided.

10. **FORCE MAJEURE**. Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God (including fire, flood,

earthquake, storm, hurricane or other natural disaster), theft, war, riot, embargoes, military or usurped power or confiscation, terrorist activities, or an event for which a declaration of emergency is issued by legally empowered local, state, or federal governing authorities.

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

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demands, liabilities, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from CONTRACTOR's performance of the Agreement or any breach or default thereof by CONTRACTOR.

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

13. **NONASSIGNMENT; SUBCONTRACTOR.** CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY. CITY may cancel this Agreement for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing and signed by the parties. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor to CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by CITY.

14 . **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that it is

not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods

or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

15. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with

and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating

that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

16. . **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as

may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

17. . **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the

discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any

goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

18. **PUBLIC RECORDS LAW**. The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems

of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

g. Any and all time records and cost data shall be maintained in accordance with generally accepted accounting principles.

h. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

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

19. **APPLICABLE LAWS**. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

20. **JURY TRIAL WAIVER; VENUE; WAIVER OF ATTORNEY FEES**. CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.

21. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or of future rights to enforce compliance.

22. **NOTICES**. All notices and demands shall be sent U.S. Certified Mail, return receipt to:

As to CONTRACTOR:	As to CITY:
Thompson Consulting Service, LLC 2601 Maitland Center Parkway Maitland, FL 32751	City of Kissimmee City Attorney's Office 101 Church St., 5th Floor Kissimmee, FL 34741

23. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

24. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

25. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

26. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

27. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

Signature Page to Follow

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

CONTRACTOR

By: _____

Title: President

Date: 05/29/2025

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 29th day of May, 2025, by Jon Hoyle as President of Thompson Consulting, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

LYDIA PENA
Notary Public - State of Florida
Commission # HH 401820
My Comm. Expires May 23, 2027
Bonded through National Notary Assn.

Notary: _____
Print Name: Lydia Pena
My Commission Expires: May 23, 2027

CITY OF KISSIMMEE

By: _____
Mayor -Commissioner

Date: June 04, 2025

ATTEST:

City Clerk Tameara Crespo

Approved as to form a legal sufficiency:
Olga Sanchez de Fuentes
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES- RFP 2025-007

DEBRIS MONITORING SERVICES

Disaster Response Administrations and Documentation. Upon notification by the City, the Consultant/Contractor will provide the following services:

A. Assign a project manager, who will be responsible for the monitoring of all debris contractors/teams. The assigned project manager will oversee the Consultant/Contractor monitoring teams and will be designated as the City of Kissimmee's point of contact (POC). The project manager will be provided operating space at City Hall, 101 Church Street, Kissimmee, Florida, 34741 or other location as determined by the City. The assigned project manager will assign operation managers to oversee each individual debris recovery contractor/team. The City will provide the assigned project manager with all of the necessary resources and other agency support to ensure completion of the task in a timely manner. The City will provide the assigned project manager with detailed implementation instructions from all agencies who are tasked to support debris removal. The Project Manager's responsibilities will also include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the City.
2. Scheduling work for all debris team members and contractors on a daily basis.
3. Scheduling and managing field staff.
4. Monitoring recovery contractor's progress and making/implementing recommendations to improve efficiency and speed up recovery process/work.
5. Assisting the City with responding to public concerns and comments.
6. Conducting safety inspections.
7. Ensuring compliance with contracts by all subcontractors.
8. Scheduling and running periodic meetings with field staff and contractors.
9. Oversight of the FEMA/FHWA reimbursement process and procedures.

B. A project management team consisting of the following members at a minimum shall be established:

1. Project Manager

2. Operations Manager(s)

3. FEMA Coordinator

4. Scheduler/Expediters

5. GIS Analyst

6. Computer Analyst

7. Field Supervisor(s)

8. Debris Site/Tower Monitors

9. Environmental Specialist

10. Project Inspectors (Citizen Site Monitors)

11. Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)

12. Billing and Invoice Analysts

13. Administrative Assistant(s)

14. Field Coordinators (Crew Monitors)

C. The Consultant/Contractor may use other required positions as necessary with the written approval of the City's Public Works Director. All such positions and applicable hourly rates shall be listed in the cost proposal form.

D. Services Provided by Consultant/Contractor Include:

1. Operational Reports and Record Documentation. The Consultant/Contractor will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 8:00 a.m. to a distribution list established by the City Public Works Director. Each daily report submitted will contain the following minimum information.
   a) Contractor Name and contact information, including a mobile number.
   b) Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed processed and hauled. All tickets are to be verified for correctness within 24 hours of debris pick-up.
   c) In order to have consistency, a reporting structure and format shall be provided to the Contractor/Consultant and to the contract administrator for the City.

d) GIS mapping data updates and digitized reports.
e) All GIS layers required will be provided to the Contractor by the City of Kissimmee Public Works Department prior to an event or as soon as possible to ensure up to date files and consistency in the field structure. All GIS data must be in an ESRI format 8.3 or higher version. Personnel geo-database is acceptable.
f) Scanned documents should be at a minimum 300 dpi and in jpg, tiff or PDF file format.
g) The Consultant/Contractor shall review and validate debris removal and contractor(s) invoices prior to submission to the City for processing. Such documentation shall be digitized along with all source documentation (such as load tickets) and supplied to the City with each invoice.
h) The Consultant/Contractor will prepare and submit detailed cost reimbursement form(s) for overhead expenses. These will be documented with backup point-of-sale receipts and confirmations to the greatest extent possible (i.e., lodging receipts, rental agreements, equipment logs, mileage logs, per diem daily registers, etc.).

2. Technical Expertise and Guidance. As directed by the City, the Consultant/Contractor shall provide:

a) A comprehensive emergency management plan to include plan development; plan review, and plan revisions.
b) Damage assessment to include plan development, procedure development, staff training, and staff augmentation.
c) Damage assessment of facilities.
d) A comprehensive mitigation program to include the development of a mitigation plan, staff training, cost-benefit analysis, project management, environmental review, and staff augmentation.
e) Development of debris plan to include staff training.
f) Project management to include the formulation and management of permanent work projects, task force management and management services for Commissioners, Boards and Panels.
g) Technical support and assistance in developing public information.
h) Aerial photographs per Kissimmee Public Works specifications will be flown monthly (of the debris sites or other areas as designated or requested by the City).
i) Other reports and data as required by the City.

3. Other Services. As directed by the City, the Consultant/Contractor may provide the following:

a) Training and Assistance: Sessions for all key City personnel and assistance in all Disaster debris recovery-planning efforts as requested.
b) Preliminary Damage Assessment: Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
c) Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
d) Digitization of all source documentation such as load tickets and supplies to the City with each invoice.

4. Final Report:

a. A final report will be prepared by the Consultant/Contractor and will be submitted to a distribution list as established by the City Public Works Director within 30 days of completion of the recovery operations. Recovery operations include remediation of sites, closure of sites and conclusions of all related operations. At a minimum, the following information will be included in this report:

b. Discussion on disaster response requirements and results.

c. Recommendations for future disaster response strategies.

d. Stopping work in progress that is not being performed or documented in the appropriate manner.

e. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.

f. Checking work in progress to make sure that the proper work authorizations, permits, and other prerequisites has been received.

g. Report on any improvements in work assignments and/or efficiency/productivity that may be appropriate.

h. Maintaining digital photo documentation of recovery work on a weekly basis.

i. Aerial photography on a monthly basis.

5. Meetings and Communications:

Open and timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Consultant/Contractor will meet with City representatives as directed by and coordinated with the City. Consultant/Contractor will attend a

pre-proposal conference for the debris recovery contractors, if so directed by the City, and will convene and attend regular progress and coordination meetings, as appropriate. The Consultant/Contractor must provide minutes of all meetings. Minutes shall be provided within three (3) business days after the meeting occurs.

6. Field Monitoring:

Consultant/Contractor will provide a **Quality Control Team** consisting at a minimum of two monitors per site and one monitor per recovery crew. This team will monitor the recovery contractors for contract compliance, efficiency and regulatory compliance. They will provide feedback to the City through their management team. They shall be equipped with state-of-the-art technology, which includes digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.

C. Response Time/Mobilization. The Consultant/Contractor shall comply with the following requirements:

1. Reporting to City Hall – The project manager and at the discretion other key personnel shall report to City Hall at a minimum of twenty - four (24) hours prior to a hurricane event. For other natural or manmade disasters, the Consultant/Contractor shall report within six (6) hours after notification.

2. Debris Sites – The Consultant/Contractor shall ensure that site monitors, as specified below, are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum, monitoring shall consist of the following personnel:

- Two staff per debris site
- One staff per debris recovery crew

D. Responsibilities of the Quality Control Team include:

1. Documenting daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.

2. Inspecting means and methods to measure and record work and recommending changes that may be needed.

3. Stopping work in progress that is not being performed or documented in the appropriate manner.

4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.

5. Checking work in process to ensure that the proper work authorizations permits, and other prerequisites have been received.

6. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.

7. Maintaining digital photo and GPS documentation of recovery work on a weekly basis.

8. Aerial photography on a monthly basis.

E. Review, Permits, Licenses and Certifications:

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Consultant/Contractor will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Consultant/Contractor will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work includes but not limited to the following:

1. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits.
2. Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack- monitoring permit, fugitive emissions (dust) control permit.

F. Assessment of debris accumulation in drainage canals:

Consultant/Contractor will assist the City in assessing and documenting the debris accumulation and damage in Kissimmee drainage canals and provide the City with GIS map(s) depicting canals requiring focused maintenance, with GIS files and maps.

G. Event Closure:

Consultant/Contractor will assist the City in preparing final reports necessary for re-imbursement by FEMA/FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors. The Consultant/Contractor will assist in reviewing and processing requests for payment by the disaster debris removal contractors.

H. Schedule:

Consultant/Contractor will provide continuous services for a not-to-exceed fee (to be negotiated) and for the period specified in the notice to proceed. A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on attached Form-1 herein. Should these services be required for a longer period, Consultant/Contractor will prepare and submit a proposal for additional costs, consistent with the rates in the Cost Proposal Form. A revised cost will be negotiated.

Consultant/Contractor will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the project manager will provide daily updates on debris removed and estimate the time remaining for job completion.

Exhibit "B"
RFP 2025- 007 and CONTRACTOR'S PROPOSAL

Exhibit "C"
PRICE PROPOSAL

RFP2025-007 PRICE SHEET

THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL

DISASTER DEBRIS MONITORING SERVICES

(NON-SHELTERED MARKET)

CITY OF KISSIMMEE PUBLIC WORKS AND ENGINEERING DEPARTMENT, 101 CHURCH ST, KISSIMMEE, FL 34741

In accordance with the General conditions, Special Instructions to Proposers, Specifications and Requirements, the undersigned Proposals offers the following:

BASIS FOR AWARD: Award shall be based on grand total submitted amount. Proposer must bid all line items to be considered responsive.

All blanks are filled in; Proposal SHEET attached to the completed "Request for Proposal" and returned herewith.

No.	COMMODITY CODE/DESCRIPTION	UNIT PRICE	HRS		UNIT PRICE	EST. TOTAL ANNUAL COST
1	Project Manager	$ 67.00	1	x	$ 67.00	$ 67.00
2	Operations Manager	$ 62.00	1	x	$ 62.00	$ 62.00
3	FEMA Coordinator	$ 85.00	1	x	$ 85.00	$ 85.00
4	Scheduler/Expeditors	$ 18.50	1	x	$ 18.50	$ 18.50
5	GIS Analyst	$ 55.00	1	x	$ 55.00	$ 55.00
6	Computer Analyst	$ 65.00	1	x	$ 65.00	$ 65.00
7	Field Supervisor(s)	$ 49.00	1	x	$ 49.00	$ 49.00
8	Debris Site/Tower Monitors	$ 35.00	1	x	$ 35.00	$ 35.00
9	Environmental Specialist	$ 55.00	1	x	$ 55.00	$ 55.00
10	Project Inspector(s)/Citizen Site monitor(s)	$ 33.00	1	x	$ 33.00	$ 33.00
11	Load Ticket Data Entry Clerk	$ 18.50	1	x	$ 18.50	$ 18.50
12	Billing/Invoice Analysts	$ 55.00	1	x	$ 55.00	$ 55.00
13	Administrative Assistants	$ 28.50	1	x	$ 28.50	$ 28.50
14	Field Coordinator(s)/Crew Monitor(s)	$ 36.50	1	x	$ 36.50	$ 36.50
	Total Estimated Cost:	$ 663.00		x	$ 663.00	$ 663.00

NAME OF COMPANY SUBMITTNG:	Thompson Consulting Services, LLC
ADDRESS OF COMPANY SUBMITTING:	2601 Maitland Center Parkway

ITEM 7.N
Grant Application and Acceptance of Grant from Walmart's Spark Good Local Grants

Request

Approval to apply to Walmart's Spark Good Local Grant for the Shop with a Cop (Grant# Spark26SWC) program during fiscal year 2026 and acceptance of up to $10,000 grant in Fiscal Year 2026.

Explanation

Walmart transitioned from making direct donations to the Good Spark Local Grant program. Each quarter, we are invited to apply online to local Walmart and Sam's stores to support the Shop with a Cop program. Awarded agencies participate by pairing uniformed police officers with underprivileged children to purchase Christmas gifts in Walmart stores each year. Annually, these donations ranged from $500 - $5,000 per store.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15200366-366002 15230203-505255	Spark26SWC Spark26SWC	Increase Increase	10,000 10,000	10,000 10,000

Financial Summary:

These funds will be used to fund future Shop with a Cop events. The funding in Fund 015 will be used prior to these grant monies being received.

Recommendation

Acceptance of grant funds in the amount of $10,000 and approval to apply quarterly through out fiscal year 2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
None

ITEM 7.O
Disposal of City Assets

Request

Requesting approval to dispose of the asset items detailed in the attached report.

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff requests approval to dispose of the items listed in the attached document.

The items listed in the attached document are slated for auction, junking, sale, or scrapping and have not previously been approved for disposition by the City Commission. These items will be offered for auction via George Gideon Auctioneers, Inc., online auction, unless otherwise desired by other local governments for purchase at fair market value.

Recommendation

Approval to remove these items from the City’s equipment inventory listing and to send them to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance
Presenter:

Attachment(s):
1. May 2026 Asset Disposals

City of Kissimmee
Surplus Property Auction List
May-26 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION		MODEL	SERIAL #	CITY #
AP038	2018 HUSTLER SUPER Z MOWER	AP038		18090004	26131
FD094	2005 PIERCE PUMPER QUANTUM SERIES	FD094		4P1CU01E25A004846	23011

City of Kissimmee
Surplus Property Auction List
May-26 SOLD

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
TR077	2013 FORD F-150 TR077		1FTVX1CF2DKF99033	22703

City of Kissimmee
Surplus Property Auction List
May-26 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CITY CLERK	1 PLASTIC TABLE			N/A
CITY CLERK	6 PICTURES AND FRAMES			N/A

City of Kissimmee
Surplus Property Auction List
May-26 CANNIBALIZED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FIRE	CUTTER'S EDGE VENT SAW		2015-0673	23749

ITEM 7.P
Airport Internship Grant Application from Florida Airports Council (FAC)

Request

Requesting approval to apply for an Internship Grant from the Florida Airports Council (FAC) for Kissimmee Gateway Airport (Grant #AIRFAC26).

Explanation

The Florida Airports Council (FAC) is offering the City of Kissimmee an internship grant for Kissimmee Gateway Airport. The full grant to the selected intern will be $5,000 ($4000 FAC, $1,000 Airport funds). The City/Airport will be responsible for distributing the grant funds to the intern through payroll.

The purpose of FAC's program is to produce an intern who possesses the skills necessary to work in an airport at an entry-level position. The intern will work a total of 40 hours per week for a maximum of 8 weeks during 2026 and produce a research project that will benefit the Airport.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170103-503131 47000337-337410	N/A N/A	Decrease Increase	1,000 4,000	1,000 4,000

Financial Summary:

The City's $1,000 match will be funded from the professional services account.

Recommendation

Approval to apply for an Internship Grant from the Florida Airports Council (FAC) for Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. Exhibit FAC Application Oppen to Apply

Education Foundation

Education Foundation President
Chad Rosenstein, MBA, A.A.E
Punta Gorda Airport

Vice-President
Michael Nonnemacher, A.A.E., I.A.P.
Fort Lauderdale-Hollywood International Airport

Secretary / Treasurer
Scott Kohut
Boca Raton Airport

Board of Directors

Laura Beebe
Palm Beach County Department of Airports

James Furiosi
Lee County Port Authority

Rufus James
Fort Lauderdale Executive Airport

Judith-Ann Jarrette, A.A.E., ACE
Greater Orlando Aviation Authority/Orlando Executive Airport

Scott Knight
Tampa International Airport

Chris Rozansky
Naples Airport

George D. Speake, A.A.E.
Orlando Sanford International Airport

Mark W. Stuckey, A.A.E., IAP
Sarasota Bradenton International Airport

Jack Thompson, C.M. LEED, AP
AVCON Inc.

Staff

Tiffany Wilson King, CCE, IOM
Executive Director

Kristyn McCauley, CAE, CMP
Director of Membership & Events

Danielle Spellman
Membership Engagement Manager

May 7, 2026

Florida Airports Council
Airport Members

RE: **2025/26 FAC Internship Grant Application Period Is Open**

FAC awards Internship Grants to airport members to support on-the-job work experience for students pursuing careers in aviation-related fields and to provide a pipeline of talented professionals for Florida's airports. Grants are awarded to airports that demonstrate a willingness and desire to employ and supervise an intern. Grants are awarded on a first-come first-served basis.

To qualify for this grant, the airport must be a member in good standing and submit an application that conforms to the guidelines provided here. If awarded a grant, the airport recipient must ensure that the intern is attending or has recently graduated (within one year, unless approved by the Council) from an FAC member college or university with an emphasis on airport/aviation management, operations, piloting, or a closely related field, and is unrelated to any member of airport management or the airport governing body.

Exceptions to this policy may be made, from time to time, at the discretion of the FAC Board of Directors. Selections are made on a non-discriminatory basis.
FAC Member Colleges/Universities:

- Embry-Riddle Aeronautical University
- Everglades University
- Florida Institute of Technology
- Polk State College
- University of South Florida
-

FAC and the recipient airport will execute an "Internship Grant Agreement" offering an 80/20 match up to $4,000 to a general aviation airport and a 50/50 match up to $4,000 to a commercial service airport. The airport agrees to dedicate a minimum of $1,000 to the intern for work performed during the internship. The grant will be issued to the airport, not directly to the intern. The intern is not an employee of FAC, and the Council is not responsible for supervision of the intern.

Deliverables and Obligations – ***The final closing documents must be submitted via email by September 30, 2026. If additional time is needed, please send a request to the FAC team.***

- Internship Paper: The intern shall draft a final report at the end of the internship period, detailing the type of work assigned, work accomplished, what they learned from the experience and recommendations for future interns.
- Supervisor Report: The intern's immediate supervisor will provide a report describing the intention and work plan of the internship, the experience, any deviations from the work plan outlined in the Recipients original application and any lessons learned or pointers to others.
- Financial Report: The airport will provide a financial report outlining the compensation paid during the intern's employ. The report shall include:
  - Intern Contact Information: Name address, phone, and email address
  - Education Member Information: School attending, degree program, and level of education, e.g., freshman, sophomore, etc. *(If graduated, provide graduation date.)*
  - Financial Information: Start-date/end-date of the internship, payroll related documentation generated from recipient's payroll accounting software, to include hours worked per week, hourly rate of pay, total amount paid to intern, and percentage of time per airport type, general aviation or commercial service.

Application Process

- Submit a completed application via email. You can find the fillable PDF application at **www.floridaairports.org** under the Education Foundation tab, then click the Internship Program page, found in the left column menu.
- Attach a statement from a top executive at your organization or copy of board approval to accept grant funds and their accord to execute the Internship Grant Agreement with agreement to meet all the requirements specified for this program.

Application Evaluation Process – As applications are received, they will be reviewed to ensure they meet the set criteria. Airports that meet the criteria will be placed on a continuing list that will be maintained by FAC staff. Internships will be awarded in order of approval on an annual basis in accordance with the number of internship opportunities approved by the Board of Directors. **Eight Internship Grants will be awarded for 2025/26. As of May 7, 2026, eight grants are available.** Airports are eligible to reapply for their next internship after having fulfilled all the requirements of their previous internship.

Timeline – **Applications must be received in sufficient time to complete an internship and submit the closing documents to FAC by September 30, 2026.** If you are unable to utilize the awarded grant, please notify FAC as soon as possible.

Email applications to **dspellman@floridaairports.org**.

ITEM 8.A
Blue Line Solutions Appeal of City Manager's Decision Upholding the Cancellation of RFP2026001, School Speed Detection Cameras

Request

City Commission review and decision on whether to reverse or uphold the decision to cancel RFP2026001.

Explanation

RFP2026001 was issued on January 13, 2026, for the solicitation of School Speed Zone Detection Camera vendors. Following the evaluation and selection process, the City awarded the bid to Blue Line Solutions (BLS) on March 11, 2026.

On March 13 and March 16, 2026, two vendors that were not selected submitted correspondence challenging the procurement process. Thereafter, on March 17, 2026, the City canceled the solicitation in its entirety, citing that the general requirements contained in the bid packet did not clearly set forth the protest procedures and that the selection committee deviated from the procedures outlined in the RFP by creating an additional presentation process that was only made available to two bidders.

On March 20, 2026, BLS timely filed a Notice of Protest following the cancellation of RFP2026001 on March 17, 2026. The City subsequently denied BLS's protest. Thereafter, on March 30, 2026, BLS submitted a Formal Written Protest appealing the City Manager's decision to uphold the cancellation of RFP2026001.

On a related matter, the City recently filed a response with the traffic court to a motion to declare Florida Statutes Section 316.0083 unconstitutional. Should the motion succeed in court, it could in essence make school zone speed cameras unenforceable. As this litigation is pending, the City is halting re-issuance of the RFP until this matter is resolved and further guidance on red-light camera and school zone speed camera programs is provided by the courts.

Recommendation

Review and decision on whether to reverse or uphold the decision to cancel RFP2026001.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Attorney
Presenter: Kalanit Oded

Attachment(s):
1. Blue Line Solutions- Appeal to Decision to Cancel RFP2026001 School Speed Detection Cameras (City of Kissimmee)(10378310.2) (002
2. Exhibit B- Blue Line Solutions- Formal Written Protest to Decision to Cancel RFP2026001 School Speed Detection Cameras
3. Exhibit C-RFP2026001 City Response
4. Exhibit D- RedSpeed Correspondence
5. Exhibit E- Notice of Shortlist RFP2026001 School Zone Speed Detection Cameras
6. Exhibit F-Scoring Rationales

7. Blue Line Solutions- Appeal of City Manager's Decision to Affirm Cancellation of RFP2026001 School Speed Detection Cameras (City

VICTORIA MÉNDEZ
PARTNER, BOARD CERTIFIED IN CITY, COUNTY, AND LOCAL GOVERNMENT LAW
SHUTTS & BOWEN LLP
200 South Biscayne Blvd.
Suite 4100
Miami, FL 33131
DIRECT (305) 347-7347
EMAIL VMendez@shutts.com

April 13, 2026

VIA ELECTRONIC MAIL

Mike Steigerwald, City Manager (mike.steigerwald@kissimmee.gov)
City of Kissimmee
City Hall
101 Church Street, Suite 500
Kissimmee, FL 34741

Re: Appeal of Procurement Officer's Decision to Formal Written Protest to Cancellation/ Rejection of Solicitation RFP2026001, School Speed Detection Cameras

Dear City Manager Steigerwald:

Shutts & Bowen LLP represents Blue Line Solutions, LLC ("BLS") regarding RFP2026001, School Speed Detection Cameras ("RFP"), incorporated by reference as **Exhibit A**. Pursuant to the City of Kissimmee's ("City") Vendor Protest Procedure Policy, Step #2, this Appeal is timely filed on behalf of BLS to challenge the determination of the issuing authority denying BLS's formal protest and upholding the cancellation of the RFP. BLS filed its Notice of Protest on March 20, 2026, in accordance with the seventy-two (72) hour requirement following the posting of the cancellation on March 17, 2026. Thereafter on March 30, 2026, BLS submitted its Formal Written Protest, attached hereto as **Exhibit B**, setting forth the bid number, title, and detailed grounds for protest as required by the Policy. On April 3, 2026, BLS received the issuing authority's written response, dated April 2, 2026, which denied the protest and upheld the cancellation. *See* City's April 2026 Response attached hereto as **Exhibit C**.

This Appeal is submitted within seven (7) days (excluding Saturday and Sunday) of BLS's receipt of that determination and is therefore timely under Step #2 of the City's Protest Procedure Policy. Through this Appeal, BLS respectfully requests that the City Manager review and reverse the issuing authority's decision, reinstate the award, and grant such further relief as is appropriate and consistent with applicable law and the City's procurement policies.

I. SUMMARY OF ERROR

The issuing authority's denial fails to cure the fundamental defects identified in BLS's Formal Written Protest and erroneously characterizes an informal complaint as a "formal protest". Specifically, the decision upholding cancellation: (1) disregards the City's mandatory protest procedures; (2) relies on complaints from a vendor lacking standing and who failed to comply with the protest process; and (3) fails to articulate any legitimate, rational basis for cancelling a

completed competitive procurement after an award had already been announced. As such, the decision constitutes arbitrary and capricious agency action and should be reversed.

II. FACTUAL BACKGROUND

The City issued the subject RFP on January 13, 2026, establishing a defined evaluation framework consisting of seven criteria totaling 100 points. The Evaluation Committee completed scoring and rankings in accordance with that framework. The City expressly found that BLS demonstrated a full understanding of the program and applicable legal standards. On March 11, 2026, the City publicly announced its intent to award the contract to BLS. Thereafter, on March 13 and March 16, 2026, two unsuccessful vendors submitted correspondence informally challenging the procurement process. Neither vendor complied with the City's formal protest requirements. On March 17, 2026, without issuing any formal protest determination or following the prescribed protest procedures, the City cancelled the solicitation in its entirety. BLS timely protested that action. The issuing authority subsequently denied BLS's protest, erroneously recognizing the informal correspondence sent on March 13, 2026, by Redspeed, attached hereto as **Exhibit D**, a vendor that lacks standing, as a "formal protest" and upheld the cancellation, but failed to provide a legally sufficient justification.

III. LEGAL ARGUMENTS

a. The City Failed to Follow Its Mandatory Protest Procedures

The City's Procurement Policy establishes a clear and mandatory framework governing bid protests, including required filings, deadlines, and written determinations. These procedures are not optional, they are essential safeguards to ensure fairness and transparency. Here, no vendor properly invoked the protest process. No formal protest was filed, no compliant protest was adjudicated, and no written determination was issued within the time required by the Policy prior to cancellation. Instead, the City acted outside its own established framework by cancelling the solicitation in response to informal complaints.

The issuing authority's denial does not address or justify this deviation. Allowing cancellation under these circumstances renders the City's protest procedures meaningless and deprives BLS of the protections those procedures are intended to afford.

b. Redspeed Lacks Standing Even If a Valid Protest Was Filed

Even assuming arguendo that the informal correspondence could be construed as a valid protest, Redspeed lacks standing. Under Florida law, a protestor must be "substantially affected," meaning it must have a realistic possibility of receiving the award. Florida courts have expressly held that even a third-ranked proposer lacks standing where an intervening higher-ranked bidder remains eligible. *See Preston Carroll Co. v. Fla. Keys Aqueduct Authority,* 400 So. 2d 524 (Fla. 3d DCA 1981) (finding that "[Protestor], as third low bidder, was unable to demonstrate that it was

substantially affected; it therefore lacked standing to protest the award of the contract to another bidder.")

Here, Redspeed was ranked fifth. It had no legal right to protest. Even if its allegations were sustained, multiple higher-ranked proposers would remain eligible for award ahead of Redspeed. Accordingly, Redspeed cannot demonstrate a direct competitive injury and lacks standing as a matter of law. Reliance on such a vendor's complaints, as expressly conceded in the City's April 2, 2026 response, cannot support cancellation of the solicitation.

The issuing authority's decision fails to address this threshold defect.

c. The Cancellation Lacks a Rational Basis

Once a competitive procurement has been completed and an award announced, the City's discretion to cancel is limited. The City must articulate a legitimate, rational basis supported by the record. The issuing authority's denial asserts that the RFP is deficient for failing to explicitly describe the bid protest procedure; however, this concern does not render the solicitation invalid. The applicable bid protest procedures are established in the City's Protest Policy and Purchasing Manual, which vendors were advised in the RFP of where to locate them, and which apply to all procurements regardless of whether they are restated verbatim in each solicitation. It is standard practice that not every applicable ordinance, regulation, or policy is fully reproduced within an RFP, and such omission does not negate their enforceability. Accordingly, the absence of a detailed bid protest section in the RFP does not prejudice vendors or undermine the integrity of the procurement process, as all parties remain subject to and on notice of the established procedures set forth in the governing authorities.

Furthermore, the denial of the protest fails because it relied on arguments made by a vendor who lacks the legal prerequisite to protest the City's award. Notwithstanding, the allegations raised by the unsuccessful vendors do not justify cancellation:

i. Alleged "Deviation" from the RFP

The use of presentations is a permissible and commonly accepted evaluation tool. The City expressly notified all shortlisted proposers on February 11, 2026, that presentations would be required from the top two (2) firms. *See* Notice of Shortlist attached hereto as **Exhibit E**. No vendor objected or even inquired about presentations until Redspeed tried to challenge it over a month later after an award of the contract. Any such objection is therefore waived. "A failure to file a timely protest constitutes a waiver..." *Capeletti Bros., Inc. v. Dep't of Transp.*, 499 So. 2d 855, 857 (Fla. 1st DCA 1986). The process was transparent, authorized, and uniformly applied. This notice clearly informed all proposers of the City's intent to conduct presentations, ensuring transparency and providing equal opportunity to participate.

Under the City's protest procedures, any objection to the City's use of presentations was required to be raised within 72 hours of notification. No proposer submitted a challenge or objection within

this period. By failing to do so, any objection to the City's use of presentations was effectively waived. In other words, the City acted well within its authority, and all proposers had an equal and fair opportunity to respond to the presentation requirement.

Far from constituting a deviation from the RFP, the use of presentations in this case was a proper, authorized, and procedurally sound evaluation step. Any suggestion that this step was improper is therefore without merit and cannot form a rational basis for cancelling the solicitation.

ii. Alleged Scoring Inconsistencies

Differences in evaluator scoring do not constitute arbitrariness; they are inherent in a multi-evaluator process and reflect independent professional judgment. In fact, the scorers themselves explained their valid rationale as to the low scoring of the fifth ranked firm. *See* Scoring Rationale, attached hereto as **Exhibit F**.

iii. Alleged "Abandonment" of Criteria

The Committee's recommendation reflects a holistic evaluation consistent with the City's reserved discretion to select the proposal that "best serves the interest of the City." *See* RFP, § VII, at 1 of 60.

d. The City's Decision Prejudices BLS and Undermines the Procurement Process

BLS participated in the solicitation in good faith, complied with all requirements, and was duly selected through the City's competitive process. The cancellation (i) nullifies a properly awarded contract, (ii) undermines the integrity of the procurement process, and (iii) causes significant competitive and economic harm to BLS.

IV. CONCLUSION

The City conducted a fully competitive procurement and made a rational award decision, but reversed course only after receiving an informal complaint from a vendor that lacks standing to file a formal protest and whose concerns were never adjudicated through the required procedures. Moreover, the City improperly treated complaints from that same vendor as a formal protest despite its lack of legal standing. Under these circumstances, the cancellation cannot stand, and the City should reinstate the award.

V. REQUEST FOR RELIEF

For the foregoing reasons, BLS respectfully requests that the City Manager:

1. Reverse the issuing authority's decision denying the protest;
2. Rescind the cancellation of the solicitation;
3. Reinstate the March 11, 2026 award to BLS; and
4. Proceed with contract finalization in accordance with the original procurement.

Sincerely,

Shutts & Bowen LLP



Victoria Méndez
Janeil Morgan

Cc: Brandon Durango, Purchasing Manager (brandon.durango@kissimmee.gov)
Debbie Luke, Purchasing Coordinator (debbie.luke@kissimmee.gov)
Mark Hutchinson, mark@bluelinesolutions.org
Jason Friedberg, jfriedberg@bluelinesolutions.org
Mark Frazer, mfrazer@bluelinesolutions.org
Joseph Goldstein, jgoldstein@shutts.com

VICTORIA MÉNDEZ
PARTNER, BOARD CERTIFIED IN CITY, COUNTY, AND LOCAL GOVERNMENT LAW
SHUTTS & BOWEN LLP
200 South Biscayne Blvd.
Suite 4100
Miami, FL 33131
DIRECT (305) 347-7347
EMAIL VMendez@shutts.com

March 30, 2026

VIA ELECTRONIC MAIL

Brandon Durango, Procurement Manager (brandon.durango@kissimmee.gov)
City of Kissimmee
Financial Services Department- Procurement Services
101 Church Street, 4th Floor
Kissimmee, FL 34741

Re: Formal Written Protest to Cancellation/ Rejection of Solicitation RFP2026001, School Speed Detection Cameras

Dear Purchasing Manager:

Shutts & Bowen LLP represents Blue Line Solutions, LLC ("BLS") regarding RFP2026001, School Speed Detection Cameras ("RFP"), incorporated by reference as **Exhibit A**. BLS hereby files this Formal Written Protest pursuant to the City of Kissimmee's ("City") Procurement Policy, challenging the City's March 17, 2026 decision to cancel the above-referenced solicitation and reject all proposals after announcing an award to BLS on March 11, 2026. BLS's filing is timely. BLS submitted its Notice of Protest on March 20, 2026, within three days of receiving the City's decision to cancel the solicitation and/or reject all proposals for the RFP. BLS now files this formal written protest ten days after that notice, in accordance with the City's Procurement Policy.

While the solicitation reserves certain rights to the City, those rights are not unfettered. Under Florida law, once a competitive procurement process has been completed and an award has been made, an agency's decision to cancel the solicitation or reject all bids must be supported by a legitimate rational basis. Absent such a basis, the cancellation constitutes arbitrary and capricious agency action. *See e.g. Dep't of Trans. v. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988) (recognizing that agency discretion in rejecting bids is not unfettered and may be overturned if "the purpose or effect of the rejection is to defeat the object and integrity of competitive bidding" or if exercised in an arbitrary or illegal manner).

At present, the City has not provided a rational basis.

I. FACTUAL BACKGROUND

The City issued the subject RFP on January 13, 2026, establishing a defined evaluation framework consisting of seven criteria totaling 100 points. The Evaluation Committee completed scoring and rankings in accordance with that framework. Furthermore, the City found that "the evaluation committee completed a full review of all companies who submitted proposals for [the RFP]" and found that "Blue Line Solutions showed a full understanding of School Zone Speed program, the

importance of public education and safety, and the legal standards essential to the program." *See* Authorization to Place Bid on Agenda, attached hereto as **Exhibit B**. On March 11, 2026, the City publicly announced its intent to award the RFP contract to BLS. *See* Notice of Intent to Award attached hereto as **Exhibit C**. On March 13 and March 16, 2026, respectively, two unsuccessful vendors submitted correspondence challenging the procurement process. *See* RedSpeed and Jenoptik's Correspondences attached hereto as **Exhibit D**. Neither vendor completed the City's formal protest process as required under the Procurement Policy. At best, these correspondences could only be considered a notice to protest, however, there were no formal submission of a written protest within the prescribed timeframe and procedural steps. On March 17, 2026, without issuing a written determination addressing any formal protest, the City cancelled the solicitation in its entirety. On March 20, 2026, BLS timely filed its Notice of Protest.

II. LEGAL ARGUMENTS

a. The City's Cancellation Is Procedurally Defective

The City's Procurement Policy establishes a mandatory protest process with defined steps, deadlines, and decision points. That process exists to ensure fairness, transparency, and orderly resolution of disputes. Here, the City did not follow its own procedures, as no formal protest was submitted by the vendors, no formal protest determination was issued by the issuing authority within seven (7) days as required by Step 2 of the City's Vendor Protest Procedure Policy, nor was the appeal process triggered or completed. The City instead bypassed the established framework and cancelled the solicitation outright.

Allowing cancellation in response to informal complaints, outside the protest process, without a rational basis renders the procurement policy meaningless and deprives the awardee, BLS, of the protections those procedures are intended to provide.

b. Redspeed Lacks Standing Even If a Valid Protest Was Filed

Assuming arguendo that Redspeed's correspondence constituted a properly filed protest (it does not), Redspeed nevertheless lacks standing as a matter of Florida law. To establish standing in a bid protest, a proposer must demonstrate that it is "substantially affected," meaning it has a realistic possibility of receiving the award if its protest is sustained. Florida courts have expressly held that even a third-ranked proposer lacks standing where an intervening higher-ranked bidder remains eligible. *See Preston Carroll Co. v. Fla. Keys Aqueduct Authority,* 400 So. 2d 524 (Fla. 3d DCA 1981) (finding that "[Protestor], as third low bidder, was unable to demonstrate that it was substantially affected; it therefore lacked standing to protest the award of the contract to another bidder.") Here, Redspeed was ranked fifth. Even if Redspeed were successful in challenging one or more higher-ranked proposers, at least four intervening firms would remain ahead of it. Accordingly, Redspeed cannot demonstrate that it would be entitled to the award under any plausible outcome of its protest. Absent such a direct competitive interest, Redspeed would lack standing to file a valid protest.

c. The Cancellation Lacks a Rational Basis

Although the RFP reserves the right to reject all proposals, that discretion must be exercised in good faith and for a legitimate reason, not as a reaction to unverified allegations raised in an informal letter. The City's Procurement Policy clearly provides a protest process, of which all vendors were on notice upon issuance of the RFP. Specifically, vendors were informed from the outset that any challenge to the solicitation or award must be raised through that formal process within a defined timeframe. Indeed, the RFP provides that vendors had three (3) days from the posting of the proposal award to file a protest. *See* RFP § 1.18, at 4 of 60 ("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…Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.")

Any claimed confusion does not invalidate the procurement, particularly where vendors were clearly on notice that the City had protest procedures, including where to find them and the timeframe for filing a challenge. The protesting vendors demonstrated awareness of how to assert their rights, yet failed to do so. Notwithstanding, the allegations raised by the unsuccessful vendors do not justify cancellation:

i. Alleged "Deviation" from the RFP

The use of presentations or interviews as part of a competitive procurement is a common and permissible evaluation tool, particularly where the City retains discretion to determine what best serves its interests. Nothing in the RFP expressly prohibits such clarifying steps. Indeed, the City's own Purchasing Manual contemplates and explicitly authorizes the use of oral presentations in certain circumstances. Specifically, the manual permits the City to conduct presentations during noticed committee meetings as one of the recognized exceptions to the cone of silence. This guidance reflects the City's recognition that presentations can provide the Committee with meaningful insight into a proposal and facilitate informed decision-making without compromising the integrity of the procurement process.

In this procurement, the City fully complied with its policies and procedures. On February 11, 2026, the City issued notice to all proposers identifying a shortlist of firms and stating that "*[p]resentations* from the top two (2) firms will be requested." *See* Notice of Shortlist attached hereto as **Exhibit E**. This notice clearly informed all proposers of the City's intent to conduct presentations, ensuring transparency and providing equal opportunity to participate.

Under the City's protest procedures, any objection to the City's use of presentations was required to be raised within 72 hours of notification. No proposer submitted a challenge or objection within this period. By failing to do so, any objection to the City's use of presentations was effectively waived. In other words, the City acted well within its authority, and all proposers had an equal and fair opportunity to respond to the presentation requirement.

Far from constituting a deviation from the RFP, the use of presentations in this case was a proper, authorized, and procedurally sound evaluation step. Any suggestion that this step was improper is therefore without merit and cannot form a rational basis for cancelling the solicitation.

ii. Alleged Scoring Inconsistencies

Differences in evaluator scoring do not constitute arbitrariness; they are inherent in a multi-evaluator process and reflect independent professional judgment. In fact, the scorers themselves explained their valid rationale as to the low scoring of the fifth ranked firm. *See* Scoring Rationale, attached hereto as **Exhibit F**.

iii. Alleged "Abandonment" of Criteria

The Committee's recommendation reflects a holistic evaluation consistent with the City's reserved discretion to select the proposal that "best serves the interest of the City." *See* RFP, § VII, at 1 of 60.

d. The City's Decision Prejudices BLS

BLS participated in the solicitation in good faith, complied with all requirements, and was duly selected through the City's competitive process. The cancellation (i) nullifies a properly awarded contract, (ii) undermines the integrity of the procurement process, and (iii) causes significant competitive and economic harm to BLS.

III. CONCLUSION

The City conducted a fully competitive procurement and made a rational award decision, but reversed course only after receiving an informal complaint from a vendor that lacks standing to file a formal protest, one that was never adjudicated through the required procedures. Under these circumstances, the cancellation cannot stand, and the City should reinstate the award.

IV. REQUEST FOR RELIEF

BLS respectfully requests that the City:

1. Rescind the cancellation of the solicitation;
2. Reinstate the March 11, 2026 award to BLS; and
3. Proceed with contract finalization in accordance with the original procurement.

Sincerely,

Shutts & Bowen LLP



Victoria Méndez
Janeil Morgan

Cc: Debbie Luke, Purchasing Coordinator (debbie.luke@kissimmee.gov)
Mark Hutchinson, mark@bluelinesolutions.org
Jason Friedberg, jfriedberg@bluelinesolutions.org
Mark Frazer, mfrazer@bluelinesolutions.org
Joseph Goldstein, jgoldstein@shutts.com

EXHIBIT B

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: THESE ITEMS WILL NOT BE PLACED ON THE AGENDA UNTIL AUTHORIZED SIGNATURES ARE OBTAINED AND RETURNED TO THE PURCHASING OFFICE. IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: **RFP2026001**
DATE: March 11, 2026
TO: Captain Michael Tilton, Police Department
FROM: Debbie Luke, Purchasing Coordinator
SUBJECT: **School Zone Speed Detection Cameras**

COMMENTS: Subject bid was opened on January 13, 2026, Purchasing advertised this November 23, 2025 with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 200 vendors and 13 vendors downloaded the bid package, Vendor Link had 28 vendors download the package after 716 vendors notified. Local Vendor preference does not apply, as no vendors are from Osceola County. After evaluations and presentations are completed and you have your recommendations, please provide written justification below for Commission consideration and send purchasing the results of the Commission approval and purchasing will post results on Demand Star and Vendor Link.

DEPARTMENT RECOMMENDATIONS:

_____ Purchase from low bidder.
__X__ Other - Explain (attach additional sheets if necessary).

The evaluation committee completed a full review of all the companies who submitted proposals for RFP2026001. Two companies were selected, based on scoring, to follow up with a formal presentation. Based on the presentation, the committee unanimously selected Blue Line Solutions. Blue Line Solutions showed a full understanding of School Zone Speed programs, the importance of public education and safety, and the legal standards essential to the program.

REVIEWED BY: #32 **DATE:** 3/12/2026
APPROVED BY: **DATE:** 3/12/2026
DATE RETURNED TO PURCHASING: 3/12/2026

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New ___X___ Replacement _____

The intended use of function is: The City will contract with Blue Line Solutions to permit and install speed cameras in school zones within the City. The initial phase will encompass a study of each school zone followed by the selection of the location where cameras will be installed. We will conduct an extensive public education campaign and a warning period, prior to enforcement. Blue Line Solutions maintains all the cameras at zero cost to the city. Their compensation is derived from a share of the citation fines. During the enforcement phase, Blue Line Solutions reviews each violation to ensure the violation is worthy of prosecution, then forwards the violation to the police department for processing. Violators are first issued a Notice of Violation which does not incur points on their license. If the Notice of Violation is not satisfied, a Uniformed Traffic Citation is issued. The program works in the same manner as the Red-Light Camera program.

Funding: Attach approved copy of Budget Transfer (if necessary)

Account Number	Project Number	Amount
N/A ___	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Amount Budgeted: ___Self-funded based on revenue_____

Cost: ___$0.00_____

Remaining: _____

Intended use for any funds remaining: N/A

_____

CITY OF KISSIMMEE 1883

PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE,
FL 34741

NOTICE OF INTENT TO AWARD

Date: March 11, 2026

To: All Submitters on Record

Issued By: Debbie Luke, Purchasing Coordinator

Subject: RFP2026001 School Zone Speed Detection Cameras

The Evaluation Committee has completed their review and evaluation after the presentations for the above-mentioned solicitation. The Purchasing Division hereby provides notice that the Evaluation Committee's recommendation is to award this solicitation to Blue Line Solutions. This shall now be submitted to the Commission to seek award.

We appreciate your hard work on this project and will be pleased to see your interest in other projects that come up for the City of Kissimmee.

RedSpeed

March 13, 2026

VIA EMAIL

Mr. Mike Steigerwald, City Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Re: RFP2026001 — Request to Reject All Proposals

Dear Mr. Steigerwald:

RedSpeed Florida, LLC respectfully requests that you exercise the City's express authority under the RFP to reject all proposals and re-solicit RFP2026001. The evaluation process that produced the March 11 recommendation to award to Blue Line Solutions is fatally flawed for four independent reasons, any one of which justifies rejection.

1. The Committee Deviated from the RFP

On February 4, 2026, the Evaluation Committee met and announced the composite scores: Jenoptik Smart Mobility Solutions at 83.6 and Blue Line Solutions at 83.4. After the written proposals were scored and the rankings announced, the committee hesitated and began discussing additional concerns about the top-ranked vendors, including questions about operational location, legal compliance support, and references.

During that discussion the committee noted that the scores were extremely close and described the result as "for all intents and purposes, a tie." The committee then used the virtual tie as a basis to override their own scoring and invite only the top two vendors to participate in presentations or interviews in order to obtain additional information before deciding between them. See: Committee Meeting Recording, Feb. 4, 2026, at 7:30–7:36.

The RFP, however, contains no provision authorizing presentations or any method for rescoring proposals based on them. The RFP establishes seven evaluation categories totaling 100 points (RFP, p. 23). There is no "presentation" category. The committee created this process at the meeting. **This is a material deviation from the RFP that cannot be cured retroactively. Where an evaluation committee applies procedures not contained in the solicitation, the procurement is fundamentally compromised.**

2. RedSpeed's Scoring Is Arbitrary and Capricious

Two of the five evaluators—Sandra Pereira and John Hambley—gave RedSpeed perfect scores on Vendor Experience (15/15, the highest any evaluator gave any vendor) while simultaneously giving RedSpeed the lowest scores on Reliability (5/25) and Implementation (5/15). These same two evaluators gave every other vendor 23–24 points on Reliability. The anomaly is isolated just to RedSpeed; had RedSpeed been scored consistently with its own Experience ratings, it would have also been in the "tie" for first place.

The scoring is a logical fallacy (capricious), not a difference of professional opinion. The RFP defines Reliability by reference to system uptime, detection accuracy, photo/video quality, and NOV/UTC processing—capabilities demonstrated through the same operational track record that earned the perfect Experience score. One cannot rationally conclude a vendor has the best experience in the field but is the worst at performing the work that experience measures. It is well settled under Florida law that an arbitrary and capricious award cannot stand. See, e.g. *Dep't of Transp. v. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988).

The mathematical impact is decisive: the gap between 5th and 1st, or "a virtual tie for first" (as applied) is attributable to two logically inconsistent scoresheets targeting a single vendor. Standing alone, this scoring is arbitrary and capricious. But taken together with the committee's procedural deviation in limiting presentations to just two vendors, it raises a more serious concern: the inconsistent scores ensured RedSpeed would be excluded from a presentation process that was itself unauthorized by the RFP. The appearance of favoritism in a public procurement undermines public confidence and exposes the City to legal challenge.

3. The Committee Abandoned Its Own Scoring Framework

The composite scoresheets rank Jenoptik #1 (83.6) and Blue Line #2 (83.4). After inviting only those two vendors for presentations—a process not authorized anywhere in the RFP—the committee recommended Blue Line. No revised scoresheets were produced. No supplemental scoring criteria were applied. No written explanation for the change exists on DemandStar or elsewhere.

The RFP establishes seven evaluation criteria totaling 100 points. There is no "presentation" category. If the presentations changed the outcome, they operated as an undisclosed evaluation factor applied to only two of five proposers—violating the fundamental principle that all proposals must be evaluated on stated criteria alone. A procurement that scores vendors on published criteria, then discards those scores without documentation when they produce an unwelcome result, is not a competitive procurement. The entire process, from the unauthorized presentations to the undocumented override of the scored rankings, should be set aside.

4. The Protest Procedure Is Undefined, Violating Due Process

RFP Section 1.18 tells vendors to protest within three days and that "protest procedures are available from the Purchasing Division." But neither the RFP nor the City Code (Sections 2-809 through 2-811) contains a protest procedure. There is simply no time to receive the recommendation, request the procedures, and file a conforming protest within three days.

A protest right without knowable rules is no right at all. Fundamental due process requires that parties have notice of the procedures governing challenges to government action. The absence of published protest procedures for a multi-million dollar, multi-year contract is itself a basis for setting aside this procurement.

RedSpeed

Requested Action

The City has express authority to reject all proposals (RFP Sections VII and 1.8). Rejection is warranted here because the evaluation produced an unreliable and anticompetitive result through unauthorized procedures, arbitrary scoring, and an undocumented override of the committee's own rankings.

Re-solicitation with a clearly defined evaluation process—including published scoring criteria for any presentation phase and a published protest procedure—will protect the City, ensure genuine competition, and produce a defensible award for this important public safety program.

Alternatively, we request that all vendors be permitted to present to City Commission and for the Commission to select a vendor directly.

RedSpeed reserves all rights and remedies under Florida law, including the right to seek judicial review in circuit court. We are confident we will prevail in any fair process and welcome the opportunity to compete on the merits.

Respectfully submitted,
REDSPEED FLORIDA, LLC



Michael McAllister

cc: Debbie Luke, Purchasing Coordinator
Brandon Durango, Financial Resources and Systems Manager

From:	ReyesHernandez, Daniela
To:	Procurement; Brandon Durango; Debbie Luke
Cc:	Figueroa, Julio; O"Carroll, Finbarr; Grubaugh, Dorian; Cusack, Anne; Rein, John
Subject:	RE: Procurement Records and Preservation of Protest Rights RFP2026001 – School Zone Speed Detection Cameras
Date:	Monday, March 16, 2026 5:08:13 PM
Attachments:	Outlook-h2h110e3.png

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

Dear Procurement Department,

Please accept this email as Jenoptik Smart Mobility Solutions' timely notice regarding preservation of its protest rights in connection with the City's intended award decision under RFP2026001 – School Zone Speed Detection Cameras.

We are submitting this notice solely to preserve our rights under the RFP while we request the procurement records necessary to understand the basis for the intended award decision and determine whether any further action is warranted.

As reflected in the solicitation, the RFP established a 100-point evaluation framework with specific weighted criteria and expressly states that "Points have been assigned for each category." The evaluation criteria include User Experience (15), Implementation (15), Vendor Experience (15), Reliability of Program (25), Support and Training (10), Cost (15), and Firm Location (5).

At this time, we have not been provided with the scoring detail, evaluator rankings, any presentation scoring, or the written basis for the intended award. In order to make an informed and good-faith decision as to whether a formal protest is appropriate, we respectfully request the following:

1. Individual evaluator score sheets for written proposals

We also respectfully request that the City toll, extend, or otherwise preserve the protest deadline pending production of the above materials so that Jenoptik Smart Mobility Solutions may review the procurement record before deciding whether to proceed with a formal protest.

Our goal is to avoid unnecessary escalation. We would prefer to review the scoring and supporting documentation first, understand the City's rationale, and then determine whether any additional action is necessary. We are not making accusations of impropriety; rather, we are simply requesting transparency and an opportunity to evaluate the decision based on the published criteria in the solicitation.

This notice is submitted to preserve Jenoptik Smart Mobility Solutions' rights under Section 1.18 of the RFP, which provides that any protest must be made within three (3) days following posting of the proposal award or intended award. If the City is unable to confirm in writing that the protest period will be tolled or extended, Jenoptik Smart Mobility Solutions reserves the right to timely submit a formal protest petition in order to preserve all available rights and remedies, without waiver.

Please confirm receipt of this notice and advise when the requested records will be made available.

Thank you again for your help and time

Yours sincerely,

Daniela Reyes Hernandez
Key Account Manager

JENOPTIK · Smart Mobility Solutions
Traffipax, LLC
16490 Innovation Drive· Jupiter, Florida 33478 · USA

M +1 561 532-7714
daniela.reyeshernandez@jenoptik.com· www.jenoptik.com

We are at the following trade shows.



This message is intended to be confidential and may be privileged. If you are not the intended recipient, please delete this e-mail from your system immediately and notify us of the erroneous transmission to you. Any unauthorized disclosure, use, copying, or distribution of this e-mail is prohibited.

Please consider your environmental responsibility before printing this e-mail.

CITY OF KISSIMMEE 1883

PURCHASING OFFICE
101 CHURCH STREET
KISSIMMEE, FL 34741

NOTICE: SHORTLIST RESULTS

Date: February 11, 2026

To: All Proposers on Record

Issued By: Brandon Durango, Financial Resources & Systems Manager

Subject: RFP2026001 School Zone Speed Detection Cameras

Notice of Shortlist is hereby given the results of the Evaluation Committee Meeting.

1. Jenoptik Smart Mobility Solutions
2. BlueLine Solutions
3. Altumint
4. NovoaGlobal
5. RedSpeed Florida

Presentations from the top two (2) firms will be requested.

From: John Hambley
To: Brandon Durango
Subject: RE: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification
Date: Thursday, February 19, 2026 5:16:32 PM
Attachments: image001.png

Hey Brandon,

In response to your questions, there were multiple times where the language in the referenced sections was general and not specific enough to determine if it met the scope and/or the additional criteria in the grade sheet.

In some instances, the proposer included acknowledgments to criteria in the scope but there were areas of the scope that were neither addressed nor acknowledged.

Let me know if you have any questions.

John

From: Brandon Durango <BRANDON.DURANGO@kissimmee.gov>
Sent: Thursday, February 19, 2026 10:49 AM
To: John Hambley <JOHN.HAMBLEY@kissimmee.gov>
Subject: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification

Good morning,

We had a public records request come in.

Can you please provide your reasoning for the **Reliability of Program** scoring 5 out of 25 for RedSpeed Florida. Also, for **Implementation** 5 out of 15.

Thank you,

Brandon Durango
Financial Resources and Systems Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741
407-518-2216
brandon.durango@kissimmee.gov

From: Sandra Pereira
To: Brandon Durango
Subject: RE: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification
Date: Thursday, February 19, 2026 1:17:28 PM
Attachments: image001.png

Hello,

My scoring is based on my interpretation and perspective of each category.

The following are my responses:

Implementation:

There's a fairly quick implementation timeline provided; however, there wasn't a clear implementation timeline for testing beyond the installation of equipment.

Reliability Program:

It's not clear if the equipment/system having the capability and fairness of determining a car's speed.

Let me know if you need anything else.

Thanks

From: Brandon Durango <BRANDON.DURANGO@kissimmee.gov>
Sent: Thursday, February 19, 2026 10:48 AM
To: Sandra Pereira <SANDRA.PEREIRA@kissimmee.gov>
Subject: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification

Good morning,

We had a public records request come in.

Can you please provide your reasoning for the **Reliability of Program** scoring 5 out of 25 for RedSpeed Florida. Also, for **Implementation** 5 out of 15.

Thank you,

Brandon Durango
Financial Resources and Systems Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

407-518-2216
brandon.durango@kissimmee.gov



CITY OF KISSIMMEE

Finance Department
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2210 . FAX 407-518-2208

April 2, 2026

Dear Shutts & Bowen LLP,

A formal protest was received on March 13, 2026, legal offered to discuss protest letter. On March 17, 2026 at 11:00AM, there was a conference call between Legal and Procurement to discuss findings regarding the protest. Legal advised that the General Requirements in our bid plate language does not display the protest procedures clearly, and the selection committee deviated from the procedures outlined in the RFP in creating an additional process of presentations, only made available to two bidders. With related findings, legal advised to Cancel Bid without award and re-bid at later day.

Best regards,

Brandon Durango
Financial Resources and Systems Manager
City of Kissimmee

RedSpeed

March 13, 2026

VIA EMAIL

Mr. Mike Steigerwald, City Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Re: RFP2026001 — Request to Reject All Proposals

Dear Mr. Steigerwald:

RedSpeed Florida, LLC respectfully requests that you exercise the City's express authority under the RFP to reject all proposals and re-solicit RFP2026001. The evaluation process that produced the March 11 recommendation to award to Blue Line Solutions is fatally flawed for four independent reasons, any one of which justifies rejection.

1. The Committee Deviated from the RFP

On February 4, 2026, the Evaluation Committee met and announced the composite scores: Jenoptik Smart Mobility Solutions at 83.6 and Blue Line Solutions at 83.4. After the written proposals were scored and the rankings announced, the committee hesitated and began discussing additional concerns about the top-ranked vendors, including questions about operational location, legal compliance support, and references.

During that discussion the committee noted that the scores were extremely close and described the result as "for all intents and purposes, a tie." The committee then used the virtual tie as a basis to override their own scoring and invite only the top two vendors to participate in presentations or interviews in order to obtain additional information before deciding between them. See: Committee Meeting Recording, Feb. 4, 2026, at 7:30–7:36.

The RFP, however, contains no provision authorizing presentations or any method for rescoring proposals based on them. The RFP establishes seven evaluation categories totaling 100 points (RFP, p. 23). There is no "presentation" category. The committee created this process at the meeting. **This is a material deviation from the RFP that cannot be cured retroactively. Where an evaluation committee applies procedures not contained in the solicitation, the procurement is fundamentally compromised.**

2. RedSpeed's Scoring Is Arbitrary and Capricious

Two of the five evaluators—Sandra Pereira and John Hambley—gave RedSpeed perfect scores on Vendor Experience (15/15, the highest any evaluator gave any vendor) while simultaneously giving RedSpeed the lowest scores on Reliability (5/25) and Implementation (5/15). These same two evaluators gave every other vendor 23–24 points on Reliability. The anomaly is isolated just to RedSpeed; had RedSpeed been scored consistently with its own Experience ratings, it would have also been in the "tie" for first place.

The scoring is a logical fallacy (capricious), not a difference of professional opinion. The RFP defines Reliability by reference to system uptime, detection accuracy, photo/video quality, and NOV/UTC processing—capabilities demonstrated through the same operational track record that earned the perfect Experience score. One cannot rationally conclude a vendor has the best experience in the field but is the worst at performing the work that experience measures. It is well settled under Florida law that an arbitrary and capricious award cannot stand. See, e.g. *Dep't of Transp. v. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988).

The mathematical impact is decisive: the gap between 5th and 1st, or "a virtual tie for first" (as applied) is attributable to two logically inconsistent scoresheets targeting a single vendor. Standing alone, this scoring is arbitrary and capricious. But taken together with the committee's procedural deviation in limiting presentations to just two vendors, it raises a more serious concern: the inconsistent scores ensured RedSpeed would be excluded from a presentation process that was itself unauthorized by the RFP. The appearance of favoritism in a public procurement undermines public confidence and exposes the City to legal challenge.

3. The Committee Abandoned Its Own Scoring Framework

The composite scoresheets rank Jenoptik #1 (83.6) and Blue Line #2 (83.4). After inviting only those two vendors for presentations—a process not authorized anywhere in the RFP—the committee recommended Blue Line. No revised scoresheets were produced. No supplemental scoring criteria were applied. No written explanation for the change exists on DemandStar or elsewhere.

The RFP establishes seven evaluation criteria totaling 100 points. There is no "presentation" category. If the presentations changed the outcome, they operated as an undisclosed evaluation factor applied to only two of five proposers—violating the fundamental principle that all proposals must be evaluated on stated criteria alone. A procurement that scores vendors on published criteria, then discards those scores without documentation when they produce an unwelcome result, is not a competitive procurement. The entire process, from the unauthorized presentations to the undocumented override of the scored rankings, should be set aside.

4. The Protest Procedure Is Undefined, Violating Due Process

RFP Section 1.18 tells vendors to protest within three days and that "protest procedures are available from the Purchasing Division." But neither the RFP nor the City Code (Sections 2-809 through 2-811) contains a protest procedure. There is simply no time to receive the recommendation, request the procedures, and file a conforming protest within three days.

A protest right without knowable rules is no right at all. Fundamental due process requires that parties have notice of the procedures governing challenges to government action. The absence of published protest procedures for a multi-million dollar, multi-year contract is itself a basis for setting aside this procurement.

RedSpeed

Requested Action

The City has express authority to reject all proposals (RFP Sections VII and 1.8). Rejection is warranted here because the evaluation produced an unreliable and anticompetitive result through unauthorized procedures, arbitrary scoring, and an undocumented override of the committee's own rankings.

Re-solicitation with a clearly defined evaluation process—including published scoring criteria for any presentation phase and a published protest procedure—will protect the City, ensure genuine competition, and produce a defensible award for this important public safety program.

Alternatively, we request that all vendors be permitted to present to City Commission and for the Commission to select a vendor directly.

RedSpeed reserves all rights and remedies under Florida law, including the right to seek judicial review in circuit court. We are confident we will prevail in any fair process and welcome the opportunity to compete on the merits.

Respectfully submitted,
REDSPEED FLORIDA, LLC



Michael McAllister

cc: Debbie Luke, Purchasing Coordinator
Brandon Durango, Financial Resources and Systems Manager

PURCHASING OFFICE
101 CHURCH STREET
KISSIMMEE, FL 34741

NOTICE: SHORTLIST RESULTS

Date: February 11, 2026

To: All Proposers on Record

Issued By: Brandon Durango, Financial Resources & Systems Manager

Subject: RFP2026001 School Zone Speed Detection Cameras

Notice of Shortlist is hereby given the results of the Evaluation Committee Meeting.

1. Jenoptik Smart Mobility Solutions
2. BlueLine Solutions
3. Altumint
4. NovoaGlobal
5. RedSpeed Florida

Presentations from the top two (2) firms will be requested.

From: John Hambley
To: Brandon Durango
Subject: RE: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification
Date: Thursday, February 19, 2026 5:16:32 PM
Attachments: image001.png

Hey Brandon,

In response to your questions, there were multiple times where the language in the referenced sections was general and not specific enough to determine if it met the scope and/or the additional criteria in the grade sheet.

In some instances, the proposer included acknowledgments to criteria in the scope but there were areas of the scope that were neither addressed nor acknowledged.

Let me know if you have any questions.

John

From: Brandon Durango <BRANDON.DURANGO@kissimmee.gov>
Sent: Thursday, February 19, 2026 10:49 AM
To: John Hambley <JOHN.HAMBLEY@kissimmee.gov>
Subject: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification

Good morning,

We had a public records request come in.

Can you please provide your reasoning for the **Reliability of Program** scoring 5 out of 25 for RedSpeed Florida. Also, for **Implementation** 5 out of 15.

Thank you,

Brandon Durango
Financial Resources and Systems Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741
407-518-2216
brandon.durango@kissimmee.gov



From: Sandra Pereira
To: Brandon Durango
Subject: RE: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification
Date: Thursday, February 19, 2026 1:17:28 PM
Attachments: image001.png

Hello,

My scoring is based on my interpretation and perspective of each category.

The following are my responses:

Implementation:

There's a fairly quick implementation timeline provided; however, there wasn't a clear implementation timeline for testing beyond the installation of equipment.

Reliability Program:

It's not clear if the equipment/system having the capability and fairness of determining a car's speed.

Let me know if you need anything else.

Thanks

From: Brandon Durango <BRANDON.DURANGO@kissimmee.gov>
Sent: Thursday, February 19, 2026 10:48 AM
To: Sandra Pereira <SANDRA.PEREIRA@kissimmee.gov>
Subject: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification

Good morning,

We had a public records request come in.

Can you please provide your reasoning for the **Reliability of Program** scoring 5 out of 25 for RedSpeed Florida. Also, for **Implementation** 5 out of 15.

Thank you,

Brandon Durango
Financial Resources and Systems Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

407-518-2216
brandon.durango@kissimmee.gov



VICTORIA MÉNDEZ
PARTNER, BOARD CERTIFIED IN CITY, COUNTY, AND LOCAL GOVERNMENT LAW
SHUTTS & BOWEN LLP
200 South Biscayne Blvd.
Suite 4100
Miami, FL 33131
DIRECT (305) 347-7347
EMAIL VMendez@shutts.com

May 6, 2026

VIA ELECTRONIC MAIL

City Commission
City of Kissimmee - City Hall
101 Church Street, Suite 500
Kissimmee, FL 34741

Re: Appeal of City Manager's Decision Upholding the Cancellation/ Rejection of Solicitation RFP2026001, School Speed Detection Cameras

Dear Honorable Mayor Espinosa and Members of the City Commission:

Shutts & Bowen LLP represents Blue Line Solutions, LLC ("BLS") regarding RFP2026001, School Speed Detection Cameras ("RFP"), incorporated by reference as **Exhibit 1**. Pursuant to the City of Kissimmee's ("City") Vendor Protest Procedure Policy, Step #3, this Appeal is timely filed on behalf of BLS to challenge the City Manager's decision to uphold the Procurement Officer's cancellation of the RFP.

BLS filed its Notice of Protest on March 20, 2026, in accordance with the seventy-two (72) hour requirement following the posting of the cancellation on March 17, 2026. Thereafter on March 30, 2026, BLS submitted its Formal Written Protest, attached hereto as **Exhibit 2**, setting forth the bid number, title, and detailed grounds for protest as required by the Policy. On April 3, 2026, BLS received the issuing authority's written response, dated April 2, 2026, which denied the protest and upheld the cancellation. *See* Procurement Officer's April 2026 Response attached hereto as **Exhibit 3**. BLS then submitted an appeal to the City Manager, attached hereto as **Exhibit 4**, within seven (7) days (excluding Saturday and Sunday) of BLS's receipt of the issuing authority's decision. On April 27, 2026, the City Manager denied BLS's appeal and upheld the Procurement Officer's decision. *See* City Manager's April 2026 Appeal Decision attached hereto as **Exhibit 5**.

BLS hereby timely appeals the City Manager's April 27, 2026 decision denying BLS's Step #2 appeal and upholding the cancellation of the RFP. This Appeal is filed within seven (7) days (excluding Saturday and Sunday) of the City Manager's determination and is therefore timely. BLS respectfully requests that the City Commission reverse the prior decisions, rescind the cancellation, and reinstate the award.

I. SUMMARY OF ERROR

The City Manager's decision rests on an overbroad and legally insufficient interpretation of the City's authority to cancel a solicitation "without cause." While the City retains discretion in procurement matters, that discretion is not unfettered. It must be exercised in a manner consistent with the City's own mandatory procedures, principles of fairness, and applicable law.

The decision fails to address, and therefore implicitly concedes, the central defects raised in BLS's prior filings:

1. The City did not follow its own mandatory protest procedures prior to cancellation;
2. The cancellation was prompted by informal complaints from a vendor lacking standing; and
3. No contemporaneous, rational basis for cancellation was articulated in the record.

Reliance on generalized reservation-of-rights language cannot cure these defects. Accordingly, the decision constitutes arbitrary and capricious agency action and should be reversed.

II. FACTUAL BACKGROUND

The City issued the subject RFP on January 13, 2026, establishing a defined evaluation framework consisting of seven criteria totaling 100 points. The Evaluation Committee completed scoring and rankings in accordance with that framework. The City expressly found that BLS demonstrated a full understanding of the program and applicable legal standards. On March 11, 2026, the City publicly announced its intent to award the contract to BLS. Thereafter, on March 13 and March 16, 2026, two unsuccessful vendors submitted correspondence, one by Redspeed informally challenging the procurement process, and the other from Jenoptik reserving its right to protest. Neither vendor complied with the City's formal protest requirements. On March 17, 2026, without issuing any formal protest determination or following the prescribed protest procedures, the City cancelled the solicitation in its entirety. BLS timely protested that action. The issuing authority, the Procurement Officer, subsequently denied BLS's protest, erroneously recognizing the informal correspondence sent on March 13, 2026, by Redspeed, attached hereto as **Exhibit 6**, a vendor that lacks standing, as a "formal protest" and upheld the cancellation, but failed to provide a legally sufficient justification.

III. LEGAL ARGUMENTS

a. The City Manager's Reliance On "Without Cause" Authority Is Misplaced

The City Manager's denial relies exclusively on two provisions: (i) City Policy 501 (Purchasing Manual), and (ii) Section 1.8 of the RFP, reserving the right to reject proposals "with or without cause."

However, such provisions do not grant unlimited discretion to cancel a completed procurement after an award has been announced. Florida law is clear that even where an agency reserves broad discretion, that discretion must be exercised: (i) in good faith; (ii) in accordance with established procedures; and (iii) based on a rational basis supported by the record.

A "without cause" clause does not authorize actions that are arbitrary, procedurally defective, or taken in response to improper considerations. If it did, the City's protest procedures would be rendered meaningless.

b. Failure To Follow Mandatory Protest Procedures

The City's Vendor Protest Procedure Policy establishes a clear and mandatory framework governing how challenges to solicitations and awards must be raised and resolved.

Here, it is undisputed that:

- No vendor filed a compliant notice of protest within 72 hours prior to BLS's Notice of Protest;
- No formal protest was properly submitted under the City's Policy prior to BLS's March 30, 2026, Formal Written Protest; and
- No protest determination was issued prior to cancellation of the RFP.

Instead, the City cancelled the solicitation in response to informal correspondence submitted outside the established process. *See* **Ex. 3** where the Procurement Officer explicitly states "[a] formal protest was received on March 13, 2026, legal offered to discuss [the] protest letter." Indicating that the City erroneously treated an unofficial complaint from a vendor who lacked standing as a formal protest and acted upon it cancelling a properly solicited and awarded competitive procurement.

The City Manager's decision does not address this procedural failure. This omission is significant. The City cannot both establish a mandatory protest process and disregard it when convenient. Doing so deprives compliant vendors, like BLS, of the very protections the Policy is designed to provide.

c. Improper Reliance on a Vendor Lacking Standing

The record reflects that the cancellation was prompted by complaints from a fifth-ranked proposer, Redspeed. *See* **Ex. 6**, Redspeed's letter dated March 13, 2026, the same date referenced in the Procurement Officer's decision in Ex. 3.[1] Florida courts have expressly held that even a third-ranked proposer lacks standing where an intervening higher-ranked bidder remains eligible. *See Preston Carroll Co. v. Fla. Keys Aqueduct Authority*, 400 So. 2d 524 (Fla. 3d DCA 1981) (finding that "[Protestor], as third low bidder, was unable to demonstrate that it was substantially affected; it therefore lacked standing to protest the award of the contract to another bidder.")

Even if that correspondence were treated as a protest (which it cannot be under the Policy), the vendor lacks standing. Under established Florida law, a proposer must be "substantially affected" to challenge an award. A fifth-ranked proposer like Redspeed cannot meet this standard where multiple higher-ranked firms remain eligible for award.

The City Manager's decision fails to address this threshold issue. Reliance on a vendor without standing is legally insufficient to support cancellation of a completed competitive procurement.

d. Absence Of a Rational Basis in the Record

At no point prior to cancellation did the City articulate a contemporaneous, legitimate reason for rejecting all proposals.

[1] The procurement officer expressly stated that "[a] formal protest was received on March 13, 2026, legal offered to discuss protest letter…With related findings, legal advised to Cancel Bid without award and re-bid at later day."

Only after the fact did the issuing authority assert that the RFP was "deficient" for not including a detailed protest procedure. That rationale is unsustainable because (i) the governing protest procedures exist independently in the City's Policy and Purchasing Manual; (ii) the RFP directed vendors to applicable governing rules; and (iii) it is standard practice that not all policies are reproduced verbatim within a solicitation.

Moreover, the specific complaints raised by unsuccessful vendors—regarding presentations, scoring, and evaluation methodology—are either procedurally waived or substantively without merit, as previously demonstrated in BLS's appeal to the City Manager and again outlined below for the commission's convenience.

i. Alleged "Deviation" from the RFP

The use of presentations is a permissible and commonly accepted evaluation tool. The City expressly notified all shortlisted proposers on February 11, 2026, that presentations would be required from the top two (2) firms. *See* Notice of Shortlist attached hereto as **Exhibit 7**. No vendor objected or even inquired about presentations until Redspeed tried to challenge it over a month later after an award of the contract. Any such objection is therefore waived. "A failure to file a timely protest constitutes a waiver..." *Capeletti Bros., Inc. v. Dep't of Transp.*, 499 So. 2d 855, 857 (Fla. 1st DCA 1986). The process was transparent, authorized, and uniformly applied. This notice clearly informed all proposers of the City's intent to conduct presentations, ensuring transparency and providing equal opportunity to participate.

Under the City's protest procedures, any objection to the City's use of presentations was required to be raised within 72 hours of notification. No proposer submitted a challenge or objection within this period. By failing to do so, any objection to the City's use of presentations was effectively waived. In other words, the City acted well within its authority, and all proposers had an equal and fair opportunity to respond to the presentation requirement.

Far from constituting a deviation from the RFP, the use of presentations in this case was a proper, authorized, and procedurally sound evaluation step. Any suggestion that this step was improper is therefore without merit and cannot form a rational basis for cancelling the solicitation.

ii. Alleged Scoring Inconsistencies

Differences in evaluator scoring do not constitute arbitrariness; they are inherent in a multi-evaluator process and reflect independent professional judgment. In fact, the scorers themselves explained their valid rationale as to the low scoring of the fifth ranked firm. *See* Scoring Rationale, attached hereto as **Exhibit 8**.

iii. Alleged "Abandonment" of Criteria

The Committee's recommendation reflects a holistic evaluation consistent with the City's reserved discretion to select the proposal that "best serves the interest of the City." *See* RFP, § VII, at 1 of 60.

The City Manager's decision does not engage with these issues. Instead, it relies solely on generalized authority to cancel "without cause," without identifying any actual deficiency in the procurement process.

Such post-hoc justification does not satisfy the requirement for reasoned decision-making.

e. Prejudice BLS and the Procurement Process

BLS fully complied with all requirements, participated in good faith, and was duly selected through a competitive and transparent evaluation process. The cancellation:

- Nullifies a properly awarded contract;
- Undermines confidence in the integrity of the City's procurement system; and
- Causes substantial competitive and economic harm to BLS.

If allowed to stand, the City's actions signal that even fully compliant procurements may be overturned based on informal, procedurally defective complaints, rendering the City's established rules illusory.

IV. REQUEST FOR RELIEF

For the foregoing reasons, BLS respectfully requests that the City Commission:

1. Reverse the City Manager's April 27, 2026 decision;
2. Reverse the issuing authority's decision denying the protest;
3. Rescind the cancellation of the solicitation;
4. Reinstate the March 11, 2026 award to BLS; and
5. Direct the City to proceed with contract finalization consistent with the original procurement.

V. CONCLUSION

This case does not concern the City's general authority to cancel solicitations. Rather, it concerns whether that authority may be exercised in disregard of mandatory procedures, in response to complaints from a non-qualified protestor, and without a contemporaneous, rational basis.

The record demonstrates that it may not. BLS respectfully requests that the City Commission correct these errors, uphold the integrity of the procurement process, and grant the relief requested herein.

Sincerely,

Shutts & Bowen LLP



Victoria Méndez
Janeil Morgan

cc: Mike Steigerwald, City Manager (mike.steigerwald@kissimmee.gov)
Brandon Durango, Purchasing Manager (brandon.durango@kissimmee.gov)
Debbie Luke, Purchasing Coordinator (debbie.luke@kissimmee.gov)
Mark Hutchinson, mark@bluelinesolutions.org
Jason Friedberg, jfriedberg@bluelinesolutions.org
Mark Frazer, mfrazer@bluelinesolutions.org
Joseph Goldstein, jgoldstein@shutts.com

EXHIBIT 1

* REQUEST FOR PROPOSAL *

I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2026001 School Zone Speed Detection Cameras**

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, one (1) copy and (1) electronic copy on CD.

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 2:00PM **January 06, 2026.**

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 2:30PM **January 06, 2026.**

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
Financial Resources and System Manger

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer's acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the proposal, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposers request and at the proposers' expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

A. 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 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.

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 287.0l7, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 **CLARIFICATION OF REQUIREMENTS:** Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to **procurement@kissimmee.gov** not less than seven (7) days prior to the RFP opening date. **Last day for questions is Wednesday, December 10, 2025 by 4pm.**

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 A link to this website is available through the City's Web Page http://www.kissimmee.gov, under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 **FEES AND LICENSURE COST:** This bid requires the following fees/licensure: proof of a valid occupational license from the jurisdiction of the bidder's place of business.

2.7 **The City of Kissimmee has a Local Vendor Preference Policy:** When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.8 **INSURANCE PROVISIONS:** Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Policies must be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this Agreement, Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them must maintain in

force, Contractor at their sole cost and expense, at all times, insurance coverage as follows:

a. Workers Compensation: Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

b. Comprehensive General Liability (CGLI): CGLI coverage with limits of not less than $2,000,000.00 per occurrence, or CGLI coverage combined with Umbrella Insurance with limits of not less than $2,000,000.00 per occurrence, completed operations, product liability, combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, and broad form property damage. This policy of insurance must be written in an "occurrence" based format.

c. Comprehensive Automobile Liability: Comprehensive Automobile Liability coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

d. Cyber Liability Coverage: such coverage includes loss or disclosure of electronic data, media and content rights infringement and liability, network security failure, and software copyright infringement liability, and Privacy and Network Security coverage which includes providing protection against liability due to (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and consumer notification expenses, (f) privacy regulatory defense and penalties where insurable by law, and (g) liability arising form the loss or disclosure of confidential data. Such coverage limits shall be $1,000,000 per claim and $2,000,000 annual aggregate.

2.9 This bid contains pages 1 - 60. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

3.0 INTRODUCTION:

1. It is the intent of this Request for Proposals for School Zone Speed Detection Cameras (RFP) to hire a qualified contractor (hereinafter "Contractor") to provide a turnkey school speed zone detection system program (hereinafter "Program") to City to enhance public safety.

2. It is the intent and purpose of this solicitation to promote competition. It shall be the proposer's responsibility to advise the Purchasing Coordinator at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits competition or if the requirements stated in this document limits it to a single source. Such notification must be submitted in writing and must be received by the Purchasing Coordinator no later than ten (10) calendar days prior to the proposal closing date.

3.1 PROJECT BACKGROUND AND DESCRIPTION

In 2023, House Bill 657 gave municipalities the authority to implement a Program by passage of an ordinance. The City of Kissimmee will seek to attempt to ratify an ordinance authorizing Program following selection of a qualified contractor. The Program may not go into effect until the City of Kissimmee Commission pass an ordinance authorizing Program. The award of this contract and the implementation of the Program is subject to the discretion of the City Commission.

The City wishes to implement a Program to enhance public safety in school zones by increasing awareness of and enforcement of speed limits within school zones. It is the hope of the City that

the Program will significantly reduce speeding in school zones and protecting pedestrians and motorists. This Program aims to create safer environments for schoolchildren and reinforce responsible driving behavior in high-risk school zones.

The City is seeking a qualified Contractor that will deliver a comprehensive solution to ensure effective operation of the Program. The Contractor must be capable of performing every aspect in the scope of services below. The Contractor may propose a Flat-Fee, Revenue Share, or Cost-Per Ticket Model as compensation for the Program by completing Attachment A.

3.2 SCOPE OF SERVICES

The project scope includes installing and maintaining all equipment and providing a turnkey violation notice processing system for issuing and adjudicating school zone speed violations. The proposer must identify in its proposal whether it intends to outsource any turnkey violation notice processing functions, including violation processing, accessing motor vehicle information via fiber or any other approved method, and printing and mailing violation notices.

The Contractor is responsible for complete compliance with all laws, rules, and regulations which may be applicable. This RFP and any resulting Contract intend to require that the Program provided comply with all of the requirements established by the State of Florida and the Florida Department of Transportation ("FDOT"). The City intends to have effective, fair, and reliable school zone speed enforcement pursuant to the Program.

The Contractor will supply a speed camera detection system and program for school zones within the City of Kissimmee that are designated by the City of Kissimmee Commission. Contractor's consideration for this project shall be either a Flat-Fee, Revenue Share, or Cost-Per Ticket Model. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor.

Contractor shall be responsible for the following with regard to the Program:

a. **Traffic Studies.** Contractor shall compile traffic data to allow the City of Kissimmee Commission to determine whether there is a need for a school speed zone detection system (hereinafter "System") at various school speed zones within the City.

    i. If the City requests that Contractor compile traffic data to determine the feasibility of a System at a particular school speed zone, Contractor shall compile such data within ninety (90) days.

    ii. Contactor may, on its own initiative, compile traffic data for a particular school speed zone, however City staff shall be solely responsible for deciding whether to request City Commission to authorize installation of a System at a particular school speed zone.

    iii. Contractor understands that the City of Kissimmee Commission retains the sole authority to determine whether to install a System within a particular school speed zone within the City.

b. **System Locations.** Contractor shall install a System at each location authorized by City Commission.

    i. The City does not guarantee any minimum number of Systems under the Agreement.

ii. City shall have the right to require the Contractor to remove or relocate any System installed by Contractor during the term of the Agreement by providing Contractor written notice. Such relocations and removal may be subject to the payment of a reasonable fee by the City, as may be negotiated with the Contractor, but such fee shall not include Contractor's anticipated or future profits from operation of the System after the date of removal, relocation, or termination.

iii. If Contractor is required to remove or relocate a System by City, Contractor shall remove or relocate all equipment related to a System and restore the site surrounding the removed or relocated System to the condition that the site was in prior to installation within 30 days of receiving notice.

c. **Public Awareness Campaign, Public Announcement, and Warnings.** Contractor shall conduct a public awareness campaign for at least thirty (30) days before commencing enforcement pursuant to the Program. Contractor shall make a public announcement regarding the Program which complies with Florida Statutes section 316.0076(3)(b). Contractor shall ensure that during the public awareness campaign that all operable Systems only issue warnings to the registered owners of a motor vehicle for a violation. Contractor shall procure and install signs within each school zone where Contractor installs a System, which comply with Florida Statute section 316.0776(3)(a) and inform drivers of the presence of school zone detection systems within particular school zones.

i. The public awareness campaign shall include information and statistics regarding the dangers of school zone speeding.

ii. The City expects that Contractor will share any knowledge that Contractor has gained in its experience as to the most effective and creative ways to conduct a public awareness campaign and dispense traffic safety awareness information.

d. **Hardware and Equipment.** Contractor shall provide all the hardware and equipment necessary to operate the Program.

i. Hardware and equipment necessary to operate the Program includes but is not limited to, all image capture devices, radar or LiDAR equipment, poles, cabinets, and other related equipment.

ii. Contractor shall install fixed Systems and each System shall be automated.

iii. Each System must detect speed by radar or LiDAR.

iv. Each System must capture both photographs or still images taken from video and video of speeding violations.

v. Each System must provide at least two (2) photographs or still images taken from video and one (1) video of each potential violation event captured by the system.

1. The first photograph or still image shall capture the vehicle within the area of the designated school speed zone at the time of speed capture and the school zone flashing beacon device. If the image contains more than one vehicle, the camera system or Contractor's software application should include a visual indicator or mark indicating which vehicle in the image was the vehicle captured speeding by the System.

2. The second photograph or still image, which may be a crop from the first image if image quality allows, shall depict a close-up of the license plate of the vehicle.

3. The photographs or still images must allow the viewer to identify the make, model, and color of the motor vehicle that is reasonably believed to have violated the applicable speed limit.

4. Each System shall consistently capture and produce clear images of license plates regardless of glare or materials used to obscure the license plate from a clear view at various viewing angles.

vi. Each System must be capable of monitoring, detecting, and recording speed violations in up to four (4) lanes of traffic in any direction at once.

vii. Each System must be programmable for the school calendar with specific enforcement times.

viii. Each System must record data pertinent to each captured event at the time of capture as necessary to provide and produce evidential documentation of the infraction for purposes of issuing a warning letter, notice of violation (NOV), or Uniform Traffic Citation (UTC).

1. Such data must include, but is not limited to, date, time, location, and vehicle speed.

2. Each System's technology and the data captured must be able to support that the vehicle being cited for speeding is the vehicle captured by the speed detection system as required by the governing Florida Statute.

e. **Installation of Hardware and Equipment.** Contractor shall, at Contractor's cost and expense, be responsible for the site design, construction, and installation of all equipment and hardware related to each System approved by City Commission pursuant to the Program.

i. Installation includes creating and providing system design and installation plans, and submitting such designs and plans to the appropriate permitting bodies for their review prior to installation.

ii. During the term of the Agreement, Contractor shall be responsible for obtaining and maintaining any necessary state or local permits, including but not limited to State of Florida Department of Transportation permits if a System is to be installed on a State Road, necessary to operate a System.

iii. Contractor shall place and install each System in compliance with State of Florida Department Transportation specifications and all other applicable state and local law and regulations.

iv. Contractor shall be responsible for providing or securing any and all necessary power to operate each System. Unless otherwise approved by the City for a particular location with provision made for appropriate reimbursement to the City or other third party, Contractor shall be required to have separate electrical meters for all hardware and equipment related to a System at all locations at its own expense.

Contractor shall be responsible for paying for the electricity for its Systems.

f. **Maintenance and Operation of Hardware and Equipment.** After installation of System, Contractor shall, at Contractor's cost and expense, be responsible for maintaining all Systems in working order through the term of the Agreement. After installation of System, Contractor shall, at Contractor's cost and expense, be responsible for operating all Systems in compliance with all statutory and legal requirements.

   i. The servicing, maintenance, repair, and replacement of hardware or equipment related to a System which is damaged or otherwise not fully functioning will be the exclusive responsibility of the Contractor, unless such damage is caused by the negligence or intentional misconduct of the City.

   ii. Contractor shall provide a prompt response to system outages and equipment malfunctions and failures. Contractor shall provide to City regular updates regarding repair status and any expected repair times.

   iii. Contractor shall perform any necessary tree trimming and shall be responsible for the removal of other camera obstructions to allow proper operation of its Systems during the term of the Agreement.

   iv. Contractor shall be responsible for performing all self-tests and calibration tests of Systems as required by state law.

      1. Each System must perform self-tests as to its detection accuracy at least once every 30 days. Contractor shall maintain a log of the results of each System's self-tests (hereinafter "Log"). Contractor must provide City a copy of the Log related to each System.

      2. Contractor shall have an independent calibration test performed on each System at least once every twelve (12) months. Contractor shall maintain copies of all independent calibration tests. Contractor shall provide City proof of completion of such independent calibration test for each System. Contractor shall perform such independent calibration tests at no cost to the City.

   v. Contractor shall be responsible for any property damage caused by Contractor or its agents or subcontractors to any City, County, State, or private property during the installation, maintenance, operation, and removal of its Systems.

   vi. Contractor shall be responsible for restoring a location to its prior condition when any equipment is removed for any reason and upon termination or expiration of the Agreement.

g. **Time of Operation.** Contractor shall ensure that the Program is operated in school speed zones authorized by the City Commission during the following times:

   i. Within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program,

   ii. Within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session,

iii. During the entirety of the regularly scheduled school session,

iv. Within thirty (30) minutes before through thirty (30) minutes after the end of a regularly school session.

Contractor shall notify the City within twenty-four (24) hours if a System experiences any of the following errors:

i. Fails a self-test,

ii. Has not been independently calibrated within the preceding twelve months, or

iii. Experiences a failure that prevents the System from capturing a photo or video of a speeding violation.

If a System experiences such an error, Contractor shall provide City with weekly updates as to Contractor's progress towards rectifying the error. If the error persists for more than 20% of a calendar month, Contractor, if compensated by the Flat-Fee Model, shall not impose any fee for the System experiencing the error for that calendar month.

h. **Developing Necessary Documents.** Contractor shall develop proofs for all documents required to administer the Program, including but not limited to warning letters, NOVs, UTCs, affidavits of non-responsibility, and hearing request forms.

i. Prior to implementation of Program, Contractor shall provide all proofs of such documents to City for review and approval.

ii. Contractor shall update such documents promptly upon request from City.

iii. NOVs and UTCs shall include all information required by state law and shall include all information required by the recipient to log onto Contractor's website to view photographs and video of the violation.

i. **Software.** Contractor shall provide City with access to a software solution which will provide City the ability to review and process speed detection events captured by System. For the City's review and issuance of NOVs and UTCs, the software must provide the City access to a clear image or images that capture the vehicle and vehicle license plate, together with the data of the date, time, and location of the traffic event, as well as the speed of the vehicle.

i. Capabilities. The software shall provide the ability to:

1. Issue NOVs and UTCs, reject events, skip events, forward events for supervisor's review, and save events.

2. Analyze images, re-crop images, and lighten and darken images.

3. Change or update vehicle owner information.

4. Access or request access to live street-view videos (for diagnostic and other purposes to the extent allowed by Florida Law) and previously recorded videos.

5. Review captured events by camera location.

6. Review captured events by date of violation.

7. View and download all original RAW images.

8. Save an event by event type (crash, near hit, etc.).

9. Review an NOV or UTC and display any other violations under that same license plate number.

10. Store, access, and view the archived or closed documents.

11. Enter notes or written reports into the case.

12. Access uploaded documents attached to a case.

13. Download an automatically generated court case file or evidence package for any contested violations consisting of:

    a. All images and video of the violation,

    b. Registered vehicle information,

    c. A violation history report,

    d. A correspondence file, and

    e. Payment history.

14. If an NOV has not been resolved, by payment or a request for a hearing, thirty (30) days after the date of mailing of an NOV to the registered owner of the violating vehicle, place the violation in a review queue for issuance of a UTC.

15. To generate a Warning Letter, NOV, Reminder Letter, and UTC (hereinafter "Event Documents") for issuance by the City.

16. Reporting or informational tools to allow the City to view overall Program information and metrics, including statistical trends and payment history. The software shall collect, aggregate, and compare traffic data in school speed zones in near real-time. Such reporting and informational tools shall include the ability for the City to access information regarding:

    a. Current open cases,

    b. Present status of all cases,

    c. Number of outstanding NOVs,

    d. Payments received and other financial information related to the Program,

e. Detailed report of all cameras that are in service, and

f. Detailed report of all cameras that are out-of-service.

ii. Registered Owner Information. Contractor shall obtain register vehicle owner information within the United States as necessary for the City to issue the Event Documents. Contractor shall keep access to vehicle owner information secure and confidential in accordance with all requirements of federal and state identification protection laws.

iii. Implementation. Contractor shall cooperate with City's IT Department to ensure City staff can access software within one (1) month prior to the commencement of the public awareness campaign.

iv. Training. Contractor shall provide training to City staff, including law enforcement or traffic infraction enforcement officers, City clerk staff, and City Finance Department staff, on the use of such software, with no additional cost to the city, within two (2) weeks before commencement of the public awareness campaign.

j. **Mailings.** Contractor shall mail NOVs to the address of the first registered owner of the violating vehicle by first-class mail within three (3) business days after the City determines that a violation occurred. Contractor shall mail UTCs to the address of the first registered owner of the violating vehicle by certified mail within three (3) business days after the City determines that a violation occurred.

i. Contractor shall provide City with proof that all NOVs were sent by first-class mail and the date that the NOV was mailed.

ii. Contractor shall provide City with proof that all UTCs were sent by certified mail and the date that the UTC was mailed.

k. **Customer Service to City.** Contractor shall provide customer service to the City by:

i. Conducting a prompt initial review of potential violations and performing quality control on images captured,

ii. Accurately rejecting potential violations that may not be proven according to specifications for enforcement provided by the City,

iii. Promptly forwarding potential violations meeting the specifications for enforcement provided to the City for a determination of whether a violation occurred. In no event shall Contractor forward City any potential violation where the vehicle does not exceed the posted speed limit by more than ten (10) miles per hour,

iv. Processing all payments received on behalf of the City,

v. Upon receipt of payment, updating the payment status of the violation and documenting receipt of the payment in the Software within twenty-four (24) hours or receipt of payment,

vi. Distributing payments collected from UTCs and NOVs to the City and various state and local agencies according to state law,

1. Contractor shall make weekly payments of money due to the State of Florida Department of Revenue by EFT.

2. Contractor shall make weekly net payments due to the City into a City designated account as directed by the City's Finance Department.

3. Contractor shall make monthly payments to the Osceola County School District as directed by the Osceola County School District.

vii. Upon deposit of net payment into a City designated account, documenting payments received and deposited in the Software within twenty-four (24) hours of the deposit,

viii. Accounting for all funds received in connection with the Program using generally accepted accounting principles,

ix. Providing reporting of payments collected to the following parties:

1. To the City on a monthly basis.
    a. Which shall include a breakdown of payments received by statutory amount, hearing officer-imposed fines, and administrative hearing fee amounts for both individual violations and by the Program in the aggregate.

2. To the State of Florida Department of Revenue on a weekly basis,

x. Providing the City the right to audit monies received by Contractor under the Agreement,

xi. Providing legal services to City, at no cost to the City, for any challenge to the installation, deployment, and policy or standard procedures for operation of the Systems and related software Program, and

xii. Upon request of the City and at City's expense, providing to City an expert witness regarding the operation of Systems and related software.

1. Such witnesses shall be capable of providing expert testimony as needed, concerning all phases of System operation, including, but not limited to, the theory, operation, maintenance, calibration and testing, and functional capabilities of the image capture and laser/radar systems, in support of the prosecution of violations.

2. Expert witnesses shall also be capable of providing all necessary support for the presentation of violations at hearings to include all relevant photo and video evidence under the Program.

3. Upon the request of the City, Contractor's expert witnesses should be capable of training City-identified individuals such that they themselves can qualify as expert witnesses.

l. **Customer Service to Vehicle Owners.** Contractor shall provide customer service to vehicle owners who have received a Warning Letter, NOV or UTC (hereinafter "Vehicle Owners") by:

i. Enabling Vehicle Owners to review photos and video associated with their Warning Letter, NOV or UTC via a website,

ii. Enabling Vehicle Owners to access, download, and print an affidavit to establish a defense via a website and enabling Vehicle Owners to upload a completed affidavit to a website or email a completed affidavit to Contractor.

1. Contractor shall also allow Vehicle Owners to send a completed affidavit by mail.

2. Contractor shall notify the City of the receipt of the affidavit and make such affidavit available to the City within three (3) business days of receipt of the affidavit.

iii. Providing a customer service phone line for Vehicle Owners in English and Spanish that is available twenty-four (24) hours a day, seven (7) days a week,

iv. Allowing Vehicle Owners to pay violations by check, money order, credit card or debit card by mail, online, or by phone in English and Spanish, either with an operator or with Interactive Voice Response (IVR).

v. If Contractor imposes a convenience fee for credit card or debit card transactions, such convenience fee shall not exceed three (3) dollars per transaction, inclusive of any credit or debit card fees.

m. **Data Storage and Retention.** Contractor shall be responsible for the secure collection, transmission, storage and access by the City to information collected or obtained by the Contractor related to captured school zone events, including but not limited to NOVs, UTCs, photos, video, self-test logs, annual calibration tests and affidavits, (hereinafter "Data") in accordance with all applicable federal, state, and local laws and for such time that is necessary to allow the City to prove violations at hearing.

i. Contractor shall provide data backup and disaster recovery protection for Data.

ii. All Data should be stored within the continental United States.

iii. Data shall be easily accessible to City to allow City to access relevant data to prove violations at hearing.

iv. Contractor must destroy any recorded video or photograph obtained through the use of a System within 90 days after the final disposition of the recorded event.

v. Other than recorded video or photographs, Contractor shall retain all other data related to an event for which an NOV or UTC was issued for a minimum of five (5) fiscal years from the date of final disposition.

vi. Contractor shall comply with Florida public records law, including data retention periods, for all other data.

vii. Contractor shall forward all public record requests for Program information, including but not limited to requests for still images and video taken by Contractor's Systems, received by the Contractor, to City for processing and response, unless otherwise precluded by law.

viii. Contractor shall make available such information in Contractor's possession related to operations in the City as is necessary for the City to comply with its obligations under public records law.

ix. Contractor and the City shall cooperate in good faith on establishing a process for responding to public records request for Program information in Contractor's possession.

x. Contractor must provide City with written notice by December 31 of each year that recorded video or photographs obtained through the use of a System have been destroyed in accordance with Florida Statute section 316.1896(15)(b).

xi. Contractor shall not use recorded video or photographs collected pursuant to Program for any purpose other than documenting violations of Florida Statutes sections 316.1895 and 316.183 and determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

xii. Registered motor vehicle owner information obtained as a result of the operation of a System shall not be the property of Contractor, the manufacturer of the System or any component thereof, or any of Contractor's subcontractors. Contractor, the manufacturer of the System or any component thereof, and Contractor's subcontractors may only use registered motor vehicle owner information obtained as a result of the operation of a System for purposes of operating the Program.

n. **Annual Reporting.** Contractor shall prepare annual reports and collect and compile the necessary data for such reports, to the City Commission and the State of Florida Department of Highway Safety and Motor Vehicles, or more frequently if required by the City Commission or the State.

i. The annual report for the City Commission shall be provided to City on or before September 1 of each year that this contract is in effect and shall comply with Florida Statute section 316.0776(3)(c) and include the following information:

1. Number of NOVs issued,

2. Number of NOVs contested,

3. Number of NOVs upheld,

4. Number of NOVs dismissed,

5. Number of UTCs issued,

6. Number of citations paid, and

7. How collected funds were distributed and in what amounts.

ii. The annual report for the State of Florida Department of Highway Safety and Motor Vehicles shall be provided to City on or before September 1 of each year that this contract is in effect and shall comply with Florida Statute section 316.1896(16)(a) and include the following information:

1. The public safety objectives used to identify a school zone for enforcement,

2. Whether the City provided an annual report to City Commission, as further defined in Florida Statutes Section 316.0766(3)(c),

3. The results of the speed detection system in the school zone,

4. The procedures for enforcement,

5. Provides location information for each speed detection system, including:

    a. The geocoordinates of the school zone,

    b. The directional approach of the speed detection system,

    c. The school name,

    d. The school level,

    e. The times the speed detection system was active,

    f. The restricted school zone speed limit enforced pursuant to Florida Statutes Section 316.1895(5),

    g. The posted speed limit enforced at times other than those authorized by Florida Statutes Section 316.1895(5),

    h. The date the systems were activated to enforce violations of Florida Statutes Sections 316.1895 and 316.183, and

    i. If applicable, the date the systems were deactivated,

6. The following enforcement information:

    a. Number of NOVs issued

    b. Number of NOVs contested

    c. Number of NOVs upheld

    d. Number of NOVs dismissed

    e. Number of UTCs issued

    f. Number of citations paid, and

7. Any other statistical data and information related to the procedures for enforcement which is required by the State of Florida Department of Highway Safety and Motor Vehicles.

iii. Contractor shall maintain the respective data related to annual reports to the City Commission and State of Florida Department of Highway Safety and Motor Vehicles for at least two (2) years after such data is reported.

o. **Technical Support.** Contractor shall provide technical support to City on an as needed basis to keep the Program operating.

p. **Remote Surveillance Prohibited.** Contractor shall ensure that Contractor's agents and employees do not use any speed detection system to conduct remote surveillance.

City shall be responsible for the following regarding the program:

a. Drafting an ordinance authorizing Program and bringing such ordinance before City Commission.

b. Presenting annual reports concerning Program data to the City Commission.

c. Submitting annual reports concerning Program data to the State of Florida Department of Highway Safety and Motor Vehicles.

d. Providing Contractor the start time for any regularly scheduled breakfast program, the start time and end time of regularly scheduled school session, and the dates of regularly scheduled school sessions for each school speed zone that is part of the Program. City shall update Contractor as to any changes to breakfast programs, school start and end times, and the dates of regularly scheduled school sessions.

e. Designating appropriate staffing, which may consist of a law enforcement or traffic infraction enforcement officer, to review an event to determine if a violation has occurred.

f. Staff shall determine if a violation has occurred and issue NOVs and UTCs by utilizing Contractor's software.

g. Litigating, when appropriate in the sole discretion of the City, challenges to individual notices of violation that do not affect Program-wide operation.

PROJECT SPECIFICATIONS

Key Features:

- **School Zone Speed Enforcement:** Mobile or fixed units capable of capturing speeding violations in designated school zones.
- **Real-time Monitoring:** Seamless system that allows real-time monitoring and data flow for enforcement activities.
- **Violation Processing:** Automated system for processing and managing traffic violations, including sending citations.
- **Data Security:** Ensure all data is encrypted and compliant with local and state regulations.

Project Deliverables:

- **Detailed Project Plan and Timeline:** A comprehensive project schedule outlining all phases from installation to final implementation.

- **Installation of Enforcement Systems:** Complete setup of School Zone Speed Enforcement units, including any mobile units as needed.

- **Integrated System:** A fully functional system that integrates speed enforcement data for efficient violation processing. Integration with the current system with the ability to advance and upgrade.

- **Training Materials and Sessions:** Provide training materials and hands-on sessions for City staff to ensure effective system use.

- **Ongoing Support Plan:** A robust plan for continued maintenance, system updates, and technical support post-implementation.

Timeline:

The timeline should include:
Phase 1: Installation of School Zone Speed Enforcement units, including mobile units where applicable (X weeks).
Phase 2: System integration and testing (X weeks).
Phase 3: Training for department personnel (X weeks).
Phase 4: Full deployment and ongoing support.

Functional Requirements:

- **Scalability:** The system must be able to scale and accommodate additional cameras or enforcement zones as needed.

- **User Access:** Multiple user levels with permissions to view, process, and report violations.

- **Automated Citation System:** Automated generation and issuance of citations with minimal manual intervention.

- **Real-time Reporting:** Ability to generate reports on violations, trends, and enforcement effectiveness.

Non-Functional Requirements:

- **System Uptime:** The system must have an uptime of 99.9% to ensure continuous operation of enforcement systems.

- **Data Privacy and Security:** All data must be securely stored, encrypted, and compliant with local, state, and federal data protection laws.

- **User Training:** Training must be provided to ensure staff can use the system effectively and efficiently.

- **Technical Support:** Provide ongoing technical support with guaranteed response times for critical system issues.

MINIMUM QUALIFICATIONS

Proposals will be considered from qualified firms or individuals whose experience includes successful work on similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work within the time required and in accordance with State of Florida statutes and standards, if applicable.

3.3 Term of Agreement

It is the intent of the City is to award an Agreement for a five (5) year term to begin upon approval and execution by the City. The Agreement may, by mutual assent of the parties, be extended for five (5) additional twelve (12) month periods or portions thereof, up to a cumulative total of one hundred twenty (120) months.

3.4 Submittal Format

A. Each evaluation criteria category shown in the below subsections should be identified in individual sections of the proposal. The City has organized the submittal of information to its requirements. Each individual section shall address the general selection criteria that are required by law. Points have been assigned for each category.

B. To assist you in preparing your response, the City's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

C. Proposals must be signed by an authorized representative of the firm. Failure to submit all information requested may result in a lower evaluation score for your proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City at its discretion as unresponsive.

D. There is no limit on the number of pages that can be submitted, unless stated otherwise. Proposals shall have a font of no less than twelve (12) points.

E. Proposals shall be concise and succinct. Please summarize the proposer's pertinent experience and capabilities. Emphasis should be placed on completeness and clarity.

F. **Specific Submittal Format Sections:** Sections 1 to 7 shall be included in the Proposer's submittal and shall appear labeled accordingly addressing the criteria in section 3.2 scope of services.

1. **Introduction:** This section will contain a cover letter signed by an authorized representative of the proposer. This letter will summarize, in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment to timely performing the work. The table of contents will follow the cover letter. This section is not included in the overall page count. The letter should disclose the proposer and its location. ***Maximum 1 page.***

2. **Firm Information**: This section shall briefly describe the proposer's organization and structure. State if all work will be performed in the named office or if another branch office may be used. If this work, or part of this work, is to be performed in another branch office, state the location and size of that office. In addition, include names of any anticipated subcontractors, if any, for services, and provide a table identifying the relationship between the City and the subcontractors. ***Maximum 2 pages.***

3. **Project Approach**: This section shall define the services your company is proposing to the City of Kissimmee that will best meet the criteria specified in the Scope of Services. State the proposer's project management plan, interpretation of the scope and the method of approach. This section shall address the nature of these services to be provided. In addition, provide a description of innovative concepts proposed to enhance value, quality, and to control cost and schedule. ***Maximum 5 pages.***

4. **Assigned Personnel and Experience**: This section shall include the resumes of key personnel, and qualifications of specific individuals to be assigned to each project (include names, resumes, and roles of the individuals with experience in similar projects). Also include the percentage of time that these individuals will devote to the City's projects. If any subcontractors are listed in Section 2, a description of the roles of the key personnel proposed for each project will play shall be included, specifically their experience relative to each type of project. Failure to produce key personnel for each project included in the submittal may be grounds for dismissal and is non-negotiable. ***Maximum 5 pages.***

5. **Firm References, Previous/Similar Work Completed**: This section shall provide years of experience of the proposing firm in the specified work areas and examples of similar size projects with applicable reference information, with emphasis on similar projects in similar climates. Concentrate only on those projects completed by the proposer's firm. Please indicate which team members were part of the referenced projects and will be a part of the City's projects. Indicate whether the experience was with the current firm or a past employer. In all illustrations of experience, indicate specifically the nature and extent of the work performed by the individuals or firms on prior similar projects. The title and a brief description of each project shall include:

    a. Client Name, Address, Contact, **AND** Phone Number,
    b. Project Title,
    c. Description of work performed, including the project location,
    d. Year completed, and,
    e. Contract amount.
    Maximum 3 pages.

6. **Current and Near Future Workload, Project Budget, and Schedule:** This section shall state the proposer's commitment to perform in a timely fashion within the budget specified. Present the current and projected workloads of identified key personnel to be assigned to this project. State that personnel listed in the submittal shall be available for and assigned to this project. In addition, this section shall also contain an implementation timeline that illustrates, by month, when the proposer will implement the various phases of its proposal (i.e. start-up, product installation, training, commencement of site, etc.). ***Maximum 2 pages***

    This section shall also include a list of all current City of Kissimmee continuing service engagements to proposer along with the status of each.

7. **Firm Location:** The Principal place of business, headquarters, or other place of business has been located in Osceola County for more than one (1) year. Attachment "H", Firm Location, shall be included in any proposal to be considered for receipt of evaluation criteria points based on firm location.

8. **<u>Attachments and Required Documentation</u>:** All attachments required by this RFP DOCUMENT shall be fully executed by the proposer. Failure to do so will diminish the proposer's score. This section *is not* included in the overall page count.

Proposal shall include executed Attachments:

A. Cost Summary
B. Addendum Acknowledgement
C. Drug-Free Workplace Certification
D. Public Entity Crimes
E. Conflict of Interest Statement
F. Firm Location
G. Federal E-Verify Compliance Certification
H. Bid Bond

Proposal shall include the following Documentation:

a. Proof of Insurance: Failure to provide valid proof of insurance in accordance with Attachment B may be grounds for dismissal of the proposal. This is non-negotiable item. Surety issuing insurance certificate must carry an industry rating, per Best's *Key Rating,* of "A" or higher.

b. Financial Requirements:
Provide an official letter from the provider's financial institution detailing the financial status of the proposer. This letter shall include a contact name, address, phone number, and fax number. Additional credit information, including but not limited to audited financial statements, pro forma issues, or annual reports may be requested from the top-ranked proposers.

c. Litigation: Please list any past and/or pending litigation or disputes, relating to the work described herein, that the proposer's firm has been involved in within the last five (5) years. This list shall include the project name and the nature of the litigation.

EVALUATION CRITERIA	
Category	**Points**
1. <u>User Experience:</u> Ease of use and user interface design. This criteria will include, but will not be limited to, evaluation of Proposer's information submitted in repose to Section 3.3(i), Software.	15
2. <u>Implementation:</u> This criteria will include, but will not be limited to, evaluation of Proposer's information submitted in repose to Section 3.3(a), Traffic Studies, (b), System Locations, (c), Public Awareness Campaign, Public Announcement, and Warnings, (e), Installation of Hardware and Equipment, and (h) Developing Necessary Documents. Additionally, when does contractor reasonably expect the program to be implemented in accordance with law? What is the foot print of the System and does the System provide too much visual clutter within the right-of-way?	15
3. <u>Vendor Experience</u>: Demonstrated experience in similar projects.	15
4. <u>Reliability of Program:</u> This criteria will include, but will not be limited to, evaluation of Proposer's information submitted in repose to Section 3.3(d), Hardware and Equipment, (e), Maintenance of Hardware and Equipment, (f), Public A, and (g), Time of Operation. Additionally, what is projected system uptime? What are the capabilities of the detection devices to fairly and reliably determine speed? What is the quality of photos and video captured by the detection devices? Can Contractor provide for timely initial review of potential violations and timely mailing of NOVs and UTCs to successfully prosecute violations? Does the Contractor provide quality evidence packets that allow for findings of guilt at hearing?	25
5. <u>Support and Training</u>: Quality and comprehensiveness of training and support offerings. This criteria will include, but will not be limited to, evaluation of Proposer's information submitted in repose to Section 3.3(j), Mailings, (k), Customer Service to City, (l), Customer Service to Vehicle Owner, (m), Data Storage and Retention, (n) Annual Reporting, and (o) Technical Support.	10
6. <u>Cost</u>: Overall cost of software, implementation, and ongoing support.	15
7. Firm Location	5
Total Points	**100**

Attachment A

Cost Summary

RFP 2026001 School Zone Speed Detection Cameras

1. Flat Fee Model

Item	Cost per Unit	Quantity	Total Cost
Camera Lease/Ownership	$X per month	X units	$X per month
Installation	$X one-time	X units	$X
Maintenance & Support	$X per month	X units	$X per month
Software License	$X per year	-	$X per year
Total Estimated Monthly Cost			$X

Terms: Fixed monthly or annual fee regardless of citation volume. Full city revenue retention from citations.

---

2. Revenue Share Model

Item	Cost per Unit	Quantity	Total Cost (Variable)
Camera Installation	No Cost	X units	$0 (vendor-funded)
Maintenance & Support	No Cost	X units	$0 (vendor-funded)
Revenue Share	X% of each citation	-	Variable, based on citation volume
Total Estimated Monthly Cost			$0 (variable revenue share)

Terms: Vendor installs and maintains the cameras at no cost to the city. Revenue from fines is shared with the vendor (e.g., 50/50 split).

---

3. Cost-Per-Ticket Model

Item	Cost per Unit	Quantity	Total Cost (Variable)
Installation & Setup	$X one-time	X units	$X
Per-Ticket Fee	$X per citation	-	Variable, based on citation volume
Maintenance & Support	$X per month	X units	$X per month
Total Estimated Monthly Cost			Variable

Terms: City pays a fixed fee per issued citation. Total monthly cost fluctuates based on the number of tickets generated.

Attachment B

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____ Initial: Date:
Person Completing RFP Document (Signature):	
Name (Printed):	Title:

>>>Failure to submit this form may disqualify your response.<<<

Attachment C

Drug-Free Workplace Certification

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature, Title, Date

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 Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of Florida

(stamp)

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

Attachment D

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number RFP 2026001, for the School Zone Speed Detection Cameras.

2. This sworn statement is submitted by _____whose business address is
[Name of entity submitting sworn statement]
_____and (if applicable) its Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.
3. My name is _____and my relationship to the above is
[Please print name of individual signing]
_____.

4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal *law by* a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contenders.

6. I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing

officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that is was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the Department of General Services.]**

[Signature]

Date: _____

NOTARY:
STATE OF_____)
COUNTY OF_____)

Sworn and Subscribed before me this _____ day of _____, 20_____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of:_____ Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your Bid may disqualify your response. <<<<

Attachment E
Conflict of Interest Statement

STATE OF_____)
COUNTY OF_____)

Before me the undersigned authority personally appeared _____, who was duly sworn, deposes, and states:

A. I am the _____of_____ with a local office in _____and_____ principal office in_____.
B. Said entity is submitting this proposal/offer to RFP2026001 School Zone Speed Detection Cameras.
C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division, Department, or Office.
I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the City of Haines City government.
J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

Dated this _____day of_____ 20_____

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

NOTARY:
STATE OF_____)
COUNTY OF_____)
Sworn and Subscribed before me this _____day of_____ 20_____
Personally known: _____
Or Produced Identification: _____
Notary Public - State of:_____ Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

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

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request. As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME: _____

ADDRESS: _____ TITLE: _____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

Attachment H

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:
Description (*Project Name— Include Location):*

BOND

Bond Number:
Date:
Penal sum _____$_____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____(Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment I

Statement of "NO PROPOSAL"

NOTICE

RFP2026001

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____
_____
_____
Phone Number: (___)_____
Fax Number: (___)_____
Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Equivalent not presently available
_____ Other reasons or remarks: _____
_____
_____
_____

_____
Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

AGREEMENT FOR
SCHOOL SPEED ZONE DETECTION SYSTEM PROGRAM
BETWEEN THE CITY OF KISSIMMEE
AND CONTRACTOR

THIS AGREEMENT is made this _____ 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 *Insert contractor name*, *Insert description of entity (ex. a Florida Limited Liability Company)*, whose business address is *insert mailing address*, hereinafter "Contractor," collectively hereinafter referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, Florida Statues section 316.008(9)(a) allows a municipality to use "enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to" Florida Statutes section 316.1895 at certain times "through the use of a speed detection system for the detection of capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of violation;"

WHEREAS, Florida Statutes section 316.008(9)(b) allows a municipality to "contract with a vendor to place or install, a speed detection system within a roadway maintained as a school zone as provided in" Florida Statutes section 316.1895 "to enforce unlawful speed violations, as specified in" Florida Statutes sections 316.1895(10) or 316.183, on that roadway;"

WHEREAS, Florida Statutes section 316.008(9)(c) requires a municipality "to enact an order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone;"

WHEREAS, the City intends to bring an ordinance before City Commission to authorize placement or installation of speed detection systems on a roadway maintained as a school zones and to establish a school speed zone detection system program (hereinafter "Program");

WHEREAS, the City anticipates that City Commission will authorize the Program and placement or installation of speed detection systems on roadways maintained as school zones;

WHEREAS, City is in need of *a qualified contractor to implement, provide and install equipment and hardware, provide access to a software solution, maintain, in part operate, and provide support to the Program*, as more particularly described in Paragraph 4, Scope of Services, and hereinafter collectively referred to as "Services" and individually referred to as "Service"; and

SAMPLE

WHEREAS, City issued a solicitation, *RFP # 2026-001*, (hereinafter "Solicitation"), which is attached hereto as Exhibit A, to identify a vendor or vendors to perform the Services; and

WHEREAS, upon a review of all submissions to the Solicitation, City has decided to enter this Agreement with Contractor to perform the Services; and

NOW THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

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

2. **CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Solicitation, which is attached hereto as Exhibit A, the Contractor's Proposal (hereinafter "Proposal"), which is attached hereto as Exhibit B, Exhibit C, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, Exhibit C, and Exhibit B, in that order.

3. **TERM.** The term of this Agreement shall be for five (5) years beginning on *Insert date that contract begins* and continuing until *Insert proposed end date to contract*. The Parties have the option to extend this Agreement five times for five (5) twelve (12) month renewal terms.

4. **SCOPE OF SERVICES.** Contractor agrees to perform the Services outlined in Exhibit A, the Solicitation.

5. **PRICING.**

    a. The City agrees to pay Contractor according to the pricing provided in Exhibit B, the Proposal, provided the Services are satisfactorily completed according to the terms of this Agreement. Such payment is consideration for performing the Services as described in Exhibit A, the Solicitation.
    b. Prices set forth in the Proposal shall remain fixed for the duration of this Agreement except as provided herein.
    c. The price charged to City for Services shall always be Contractor's lowest price charged to any customer for an equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If Contractor sells any Service to

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any customer at a price less than that set forth herein, Contractor shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing prices under this Paragraph, the price and/or conversion costs of Services shall include those Contractor cost components which are generic to the Services as compared to other similar services generally provided by Contractor. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.

d. In the event Contractor offers a lower price, either as a general price drop or only to some customer(s) for any reason, Contractor shall immediately notify City of this price and rebate to City an amount equal to the difference in the price paid by City and the lower price for all such Services provided during the preceding thirty (30) days.
e. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government-imposed surcharges paid by Contractor shall be stated separately on Contractor's invoice and borne by Contractor. In the event that City is prohibited by law from remitting payments to the Contractor unless City deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City shall duly withhold such taxes and shall remit the remaining net invoice amount to the Contractor. City shall not reimburse Contractor for the amount of such taxes withheld.
f. Additional costs including such taxes, surcharges and delivery costs, except those described in the Proposal, will not be paid or reimbursed without City's prior written approval.

6. **PAYMENT.** If City is to make payment to Contractor under this Agreement, payment by the City shall be subject to approval and acceptance of Services by City. Notwithstanding the foregoing, City's payment shall not constitute acceptance**.** No payments shall be made in acceptance of Services not covered under this Agreement or under a Change Order nor for Services not acceptable to City. Upon review and approval of Contractor's invoice and verification that Services have been rendered in conformity with this Agreement, the City shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for Services until forty-five (45) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then Contractor shall be paid pro rata for all Services performed, materials purchased, and administrative costs incurred to the effective date of termination. Contractor agrees to invoice City no later than sixty (60) days after performance of Services. City will not be obligated to make payment against any invoices submitted after such period.

7. **SCHEDULING.** Contractor shall promptly perform Services as scheduled in Exhibits A or B or in writing or shall promptly notify City if unable to perform any scheduled Services

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and shall state the reasons. Contractor will provide City with seventy-two (72) hours written notice prior to beginning the Services under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather. City may place any portion of the Services on hold by notice which shall take effect immediately upon receipt. Services placed on hold will be rescheduled or canceled within a reasonable time. Contractor, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

8. **PROJECT MANAGERS.** The Contract Coordinator, as that term in defined in the Solicitation, for the City is:

Insert employee's name
Insert employee's job title
(407) 518-_____
*InsertFirstName.InsertLastName@*Kissimmee.gov

Contractor shall provide a thoroughly competent Project Manager who shall be in charge of the provision of the Services and, unless otherwise permitted by the Solicitation, be present during performance of this Agreement. Contractor's Project Manager for this Agreement is:

Insert name of Contractor's project manager
Insert job title
Insert phone number
Insert email

Either Party may amend this Section by sending an email to the other Party in accordance with the Notice Section below.

9. **INSURANCE.** Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Policies must be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this Agreement, Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them must maintain in force, Contractor at their sole cost and expense, at all times, insurance coverage as follows:

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a. **Workers Compensation**: the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of $300,000.00 for each accident. Contractor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. Contractor will be responsible for the payment of all deductibles and self-insured retentions.

b. **General Liability**: with coverage limits of not less than *$2,000,000 per* each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

c. **Comprehensive or Business Automobile Liability**: with coverage limits of not less than *$1,000,000 per* occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable.

d. **Cyber Liability Coverage**: such coverage includes loss or disclosure of electronic data, media and content rights infringement and liability, network security failure, and software copyright infringement liability, and Privacy and Network Security coverage which includes providing protection against liability due to (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and consumer notification expenses, (f) privacy regulatory defense and penalties where insurable by law, and (g) liability arising form the loss or disclosure of confidential data. Such coverage limits shall be $1,000,000 per claim and $2,000,000 annual aggregate.

10. NOTICE. Whenever any Party desires or is required by law to give notice unto another Party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the Party for whom it is intended at the following addresses. Notice will be deemed received by the party for whom it is intended after the USPS certified mail process is completed.

City of Kissimmee	Contractor
Insert name	**Insert name**
Insert title	**Insert title**
Insert Street Address	**Insert mailing address**
Kissimmee, FL 34741	**Insert phone number**

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(407) 518-____ **FirstName.LastName@Kissimmee.gov**	**Insert email address**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices.

11. **SUBCONTRACTORS.** This Agreement, or any portion thereof, must not be subcontracted without the prior written consent of City. All subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve Contractor from the responsibility to City for the proper completion of all Services to be provided under this Agreement. If applicable, Contractor shall be required to furnish to the City, in writing, a list of names of the Subcontractors proposed for the principal parts of the work within five (5) days of commencing work on this Agreement. Contractor shall be responsible for and hold the City harmless for any and all payments to Contractor's vendors or subcontractors utilized in the performance of the Services. Nothing contained in this Agreement will be construed as establishing any contractual relationship between City and any subcontractor of Contractor. Contractor will be fully responsible to City for the acts and omissions of the Contractor's subcontractor(s) and their employees.

12. **NON-ASSIGNMENT.** Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City. City may cancel this Agreement for cause should Contractor attempt to make an unauthorized assignment of any right or obligation arising hereunder.

13. **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.

14. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least ninety (90) days prior to effective date of termination. Upon receipt of termination from City, Contractor shall only provide those Services specifically approved or directed by City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and City shall continue to be responsible to Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of Contractor.

    Upon termination for convenience by City, Contractor shall bill the City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to

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a professional fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by Contractor, unless specifically approved or requested by City. Contractor shall, however, be entitled to payment for Services commenced and approved by City prior to receipt of notice, or with the expressed written consent of City, prior to the effective date of termination. Termination for convenience by the City during the initial term of the Agreement may be subject to payment of a reasonable fee, as negotiated in good faith with Contractor based upon Contractor's equipment, design, permitting, installation, removal and other System related costs, but such fee shall not include Contractor's anticipated or future profits from operation of the System after the date of removal, relocation, or termination. The amount of a reasonable termination fee shall depreciate over time.

Upon termination for convenience by City, Contractor shall remove all equipment related to the school speed zone detection system program and restore the sites surrounding the school speed zone detection systems to the condition that the sites were in prior to installation within 90 days of receiving notice of termination for convenience.

15. **TERMINATION FOR CAUSE**. If City wishes to terminate this Agreement for cause due to the failure of Contractor to perform as required under this Agreement or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then City must provide Contractor with written notice of said failure to perform. City must give ten (10) working days from Contractor's receipt of the Notice to Cure for Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before +City can terminate the Agreement. If this Agreement is terminated for cause, then City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to Contractor; and if such cost shall exceed the balance due to Contractor, then Contractor shall pay the difference to City.

Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines any of the following circumstances occurred:

a. Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification, insurance coverage, or compliance with laws.

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b. Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
c. If a court enjoins or otherwise precludes the continued use of Speed Detection Systems in School Zones in the City or in Florida, or the federal government or State of Florida enacts regulations or legislation prohibiting, repealing, or otherwise impairing the continued use of such systems on materially the same terms and conditions as currently permitted as of the date of issuance of this solicitation, including a reduction in the revenue authorized to be retained by the City which can be used to pay the cost of such systems.

If the City terminates the Agreement for cause, the City shall not pay any termination fee to Contractor. Upon termination for cause by City, Contractor shall remove all equipment related to the school speed zone detection system program and restore the sites surrounding the school speed zone detection systems to the condition that the sites were in prior to installation within 90 days of receiving notice of termination for cause.

16. **CRIMINAL BACKGROUND CHECKS.** Contractor confirms that employees of Contractor performing work at the City's facilities have no record of criminal convictions involving drugs, assault, combative, or violent behavior, or theft within the last five (5) years. Contractor understands that such employees may be subject to criminal history investigations by City at City's expense and may be denied access to City's facilities if any such criminal convictions are discovered.

17. **TAXES.** Contractor certifies that all state, federal, and local tax exemptions applicable to City will be applied.

18. **WAIVER:** No failure of City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

19. **HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

20. **AMENDMENTS**. This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the Parties to this Agreement.

21. **SEVERABILITY**. If any one or more of the covenants or provisions of this Agreement

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shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

22. **RECORDS AND AUDITS**. All contracts, correspondence, memoranda, and other documents or data accumulated, acquired, prepared, or received by the Parties hereto created by this Agreement shall be maintained as public records to the extent required by law. City reserves the right audit the records of Contractor to ensure compliance with this Agreement during the performance and term of the Agreement and for a period of five (5) years after completion and acceptance by the City. Contractor shall allow City to inspect, examine and review the records of Contractor in relation to this Agreement upon reasonable notice during normal business hours. Records relating to the performance of this Agreement shall be made available to City for audit. At City's option or upon Contractor's written demand, such audit will be performed by an independent third party at City's expense and selected by City. However, if the audit finds that Contractor has violated this Agreement in any way, Contractor shall reimburse City for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit.

23. **CHANGES IN WORK ITEMS OR SCOPE.** Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions or revisions to the Services; these must be authorized by Change Orders. Upon receipt of a Change Order approved in writing by City, Contractor will proceed with the work involved. All such work must be performed according to the terms of this Agreement. All Change Orders must be approved by City in accordance with City Policies and Procedures before work commences. No changes in the scope of work shall be made by Contractor unless Contractor has received a prior written Change Order signed by an authorized representative of City, except in an emergency where there is danger to life or risk of significant damage to property. Additional work performed by Contractor without written authorization and signed Change Order will not entitle Contractor to additional payment or an extension of the term of the Agreement.

24. **GUARANTEES AND WARRANTIES.**

    a. Contractor represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in Contractor's trade or industry, and shall meet the descriptions and specifications of Services provided in Exhibit A, the Solicitation. Contractor must

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supervise Contractor's employees and agents performing this Agreement (hereinafter "Workers") to ensure that all Workers conduct themselves and perform the Service in a safe and professional manner. Contractor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the Services provided pursuant to this Agreement. City may inspect and test any goods or items, including intellectual property, provided by Contractor incidental to the Services (hereinafter "Items") and review Services at reasonable times in such manner as shall not unreasonably hinder or delay Contractor's performance. All Items and Services shall be received subject to City's inspection, testing, approval, and acceptance at City's premises notwithstanding any inspection or testing at Contractor's premises or any prior payment for such Services. Items rejected by City as not conforming to this Agreement or specifications may be returned to Contractor at Contractor's risk and expense and, at City's request, shall immediately be repaired or replaced.

b. Contractor makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:

    i. Items will not infringe any party's intellectual property rights;
    ii. Contractor has the necessary right, title, and interest to provide said Items to City, and the Items will be free of liens and encumbrances;
    iii. Items are new, and of the grade and quality specified;
    iv. Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by Contractor, and to any other agreed-to specifications; and
    v. Items conform to the manufacturing quality provisions set forth in Exhibit A, the Solicitation, and Exhibit B, the Proposal.

c. If Contractor breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after City's acceptance of Services, Contractor shall, at City's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the City; or (ii) Contractor shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to City all incidental and consequential damages arising from breach of the foregoing warranties. Contractor shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

25. DISENTANGLEMENT. Contractor will complete the transition of any terminated or completed Services from Contractor and its subcontractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any

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interruption of or adverse impact on the Services or any other work provided by third parties (the "Disentanglement"). Without limiting the aforementioned obligations, Contractor will:

a. Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.

b. Provide all information regarding the work that these parties will need to perform the Disentanglement.

c. Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

26. LABOR HARMONY. Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property must be in harmony with all other labor being used by City or other contractors working on City's property. Contractor agrees to give City immediate notice of any threatened or actual dispute affecting labor harmony and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, will remove from City's property any person objected to by City in association with the Services.

27. REMEDIES. Notwithstanding any other provision of this Agreement, City and Contractor specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The Parties further agree that Contractor's failure to complete performance of the Services called for in this Agreement or on any project pursuant to this Agreement, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, the Parties agree that, in addition to any other remedy to which the non-breaching Party may be entitled, at law or in equity, the non-breaching Party shall be entitled to an order of specific performance to compel performance of such obligations. City's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

Contractor shall have no claim for damages or any claim, other than for an extension of time, against the City due to any delays in performance of this Agreement caused by City. Contractor will not be entitled to an increase in the payment of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs for acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance was avoidable or unavoidable; provided however, that this provision will not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents.

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Otherwise, Contractor will be entitled only to extensions of the term of the Agreement as the sole and exclusive remedy for such resulting delay in accordance with and to the extent provided for herein.

28. INDEMNIFICATION. The Parties agree that one percent (1%) of the total compensation received by Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement.

Contractor must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, mask work, or other intellectual property right, arising out of the use or sale of Items or Contractor's Services. If an injunction issues as a result of any such claim or action, Contractor agrees at Contractor's expense and City's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the City the amount paid for any Items returned to Contractor or for any Item destroyed and for Services connected therewith.

Contractor must, to the fullest extent permitted by law, indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees), which may hereafter incur, or that City becomes responsible for or pay out, as a result of death or personal injury (including bodily injury) to any person, property damage or destruction, including loss of use thereof, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) Contractor's breach of any term or provision of this Agreement, (ii) any negligent or willful acts, errors, or omissions by Contractor, its employees, officers, agents, representatives, or subcontractors in the performance of this Agreement; or (iii) dangerous defects in Items.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor

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may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

29. **BID.** This Agreement is awarded based on Contractor's Proposal responding to City's Solicitation. Contractor represents and warrants that all information and representations contained in the Proposal are truthful to the best of Contractor's knowledge and belief and Contractor hereby restates and affirms all representations contained in the Proposal.

30. **TIME.** Time is of the essence in the performance of this Agreement.

31. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** City encourages and agrees to Contractor extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of Contractor.

32. **BREACH.** Failure of Contractor or City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, City has the right to terminate this Agreement in accordance with the provisions of Paragraph 15 above. In the event of any default of City, except the payments required under the Agreement, Contractor may terminate this Agreement in accordance with the provisions of Paragraph 15 above. 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.

33. **FORCE MAJURE.** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, Contractor shall immediately notify City in writing and City may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Services at no cost to City.

34. **EXHIBITS**. Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

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35. **NO THIRD PARTIES BENEFICIARIES**. Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

36. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**. Contractor shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of Services in the course of this Agreement. Lack of knowledge by Contractor shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all employment and labor laws governing Contractor's personnel providing Services to the City. Contractor represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable. Contractor represents and warrants that the Items supplied and Services provided to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of City, Contractor shall provide copies of Contractor's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of Contractor's subcontractors for the past twenty-four (24) months. Contractor shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.

Contractor agrees to abide by all of City's rules and regulations while on City's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on City's premises such as use of physical aggression against persons or property, harassment, and theft. Contractor will perform only those Services identified in this Agreement and will work only in areas designated for such Services. Contractor shall take all reasonable precautions to ensure safe working procedures and conditions for performance on City's premises and shall keep City's site neat and free from debris.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** 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,

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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 City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

38. 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.

39. CLAUSES REQUIRED BY STATE OR FEDERAL LAW.

a. **PUBLIC RECORDS.** Contractor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Contractor shall keep and maintain public records required by City to perform the service.

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

i. If the City's Custodian of Records requests records from Contractor, Contractor shall provide City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

ii. 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 Contractor does not transfer the records to City.

iii. Upon completion of the contract, Contractor shall transfer, at no cost, to City all public records in possession of Contractor or keep and maintain

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public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

iv. 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 City or allow the records to be inspected or copied within a reasonable time.

v. If Contractor does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by City.

vi. A contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

b. **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.

c. **DISCRIMINATORY VENDOR LIST.** Contractor hereby acknowledges its continuous duty to disclose to City if Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public

SAMPLE

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."

d. **FOREIGN GIFTS AND CONTRACTS.** Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

e. **SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to Contractor based on Contractor's social, political, or ideological interest.

f. **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. Additionally, Contractor warrants that it is not owned by the government of a foreign country of concern and that no foreign country of concern has a controlling interest in Contractor as the terms "foreign country of concern" and "controlling interest are defined in Section 287.138, Florida Statutes.

g. **PUBLIC ENTITY CRIMES.** Contractor represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. Contractor acknowledges the continuous duty to disclose to the City if Contractor or any of its affiliates are placed on the convicted vendor list.

h. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of

SAMPLE

this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

i. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

j. **NON-DISCRIMINATION.** Contractor, for itself, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

    i. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of Services described herein; and

    ii. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

    Contractor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon Contractor, its successors, transferees, and assignees, for the period during which Services are provided. Contractor further agrees to ensure that its independent contractors and subcontractors are not in violation of the terms of this provision.

k. **HUMAN TRAFFICKING.** Contractor shall provide City with a completed affidavit signed by an officer or representative of Contractor attesting, under penalty of perjury, that Contractor does not use coercion for labor or services as

SAMPLE

defined by section 787.06, Florida Statutes. See Exhibit C for a sample human trafficking affidavit.

l. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify. Every Contractor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). City acknowledges that Contractor may use workers outside the United States, who will not be subject to e-verification.

40. CONFIDENTIALITY. Contractor understands that City is a public entity subject to the public records laws of the State of Florida. Contractor shall identify specifically any information contained in this Agreement or that City receives during the performance of this Agreement, which Contractor considers confidential or proprietary and which Contractor believes to be exempt from disclosure to the public under applicable law, citing specifically the applicable exempting law. A generic notation that information is "confidential" is not sufficient. Failure to provide the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741 with a detailed explanation and justification including statutory cites and specific reference to this Agreement or other information that City receives from Contractor during the term of this Agreement detailing what provisions, if any, Contractor believes are exempt from disclosure, may result in public disclosure of such records in accordance with Chapter 119 of the Florida Statutes. Contractor will upon the request of City, at City's discretion, defend City and its employees, advisors, agents, and elected and appointed officials against all claims and actions whether or not a lawsuit is commenced related to Contractor's designation of material as confidential or exempt from public disclosure. Contractor shall indemnify and hold harmless City and its employees, advisors, agents and elected and appointed officials from any and all claims, actions, suits, judgements, fines,

SAMPLE

costs, fees including attorneys' fees, related to Contractor's designation of material as confidential or exempt from public disclosure. Nothing herein shall be deemed to preclude City from exercising its own judgment regarding the disclosure of records and City may take any action that City in good faith believes is necessary for City to comply with federal and/or Florida public records laws, including but not limited to filing a declaratory action.

41. **FUNDING.** The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law. In the event of non-appropriation of funds by the Kissimmee City Council for the Services provided under this Agreement, City will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, Contractor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and City shall not be obligated under this Agreement beyond the date of termination.

42. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided. Contractor agrees that it is a separate and independent enterprise from City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between Contractor and City and City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. All employees of Contractor shall be, at all times, employees of Contractor under its sole charge and responsibility, and not an employee or agent of City.

43. **SURVIVIAL.** The provisions of Paragraphs 2 (Contract Documents), 13 (Governing Law), 18 (Waiver) 19 (Headings and Captions), 21 (Severability), 22 (Records and Audits), 24 (Guarantees and Warranties), 27 (Remedies) 28 (Indemnification), 43 (Survival), and

SAMPLE

44 (Entire Agreement) and, as applicable, Exhibit A, Solicitation, and Exhibit B, Proposal, all of which will survive any termination or expiration of this Agreement.

44. ENTIRE AGREEMENT. This Agreement contains the entire understanding between City and Contractor with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations, either written or oral. Any additional or different terms in Contractor's documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

[SIGNATURES ON FOLLOWING PAGE.]

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR- _____.

By:_____

Title: _____

Date:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by means of ☐ physical presence or ☐ online notarization, by *insert name of person who signed agreement for Contractor* as *insert name of position for person signing on behalf of Contractor* for *insert name of Contractor*, *Insert description of entity (ex. a Florida Limited Liability Company)*, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

CITY OF KISSIMMEE

_____
Insert Title of Signee (for example, Mayor)

Date: _____

Attest:

_____
City Clerk

Approved as to form & legality

_____
City Attorney

SAMPLE

EXHIBIT A
SOLICITATION

SAMPLE

EXHIBIT B
PROPOSAL

SAMPLE

EXHIBIT C
HUMAN TRAFFICKING AFFIDAVIT

SAMPLE

EXHIBIT 2

VICTORIA MÉNDEZ
PARTNER, BOARD CERTIFIED IN CITY, COUNTY, AND LOCAL GOVERNMENT LAW
SHUTTS & BOWEN LLP
200 South Biscayne Blvd.
Suite 4100
Miami, FL 33131
DIRECT (305) 347-7347
EMAIL VMendez@shutts.com

March 30, 2026

VIA ELECTRONIC MAIL

Brandon Durango, Procurement Manager (brandon.durango@kissimmee.gov)
City of Kissimmee
Financial Services Department- Procurement Services
101 Church Street, 4th Floor
Kissimmee, FL 34741

Re: Formal Written Protest to Cancellation/ Rejection of Solicitation RFP2026001, School Speed Detection Cameras

Dear Purchasing Manager:

Shutts & Bowen LLP represents Blue Line Solutions, LLC ("BLS") regarding RFP2026001, School Speed Detection Cameras ("RFP"), incorporated by reference as **Exhibit A**. BLS hereby files this Formal Written Protest pursuant to the City of Kissimmee's ("City") Procurement Policy, challenging the City's March 17, 2026 decision to cancel the above-referenced solicitation and reject all proposals after announcing an award to BLS on March 11, 2026. BLS's filing is timely. BLS submitted its Notice of Protest on March 20, 2026, within three days of receiving the City's decision to cancel the solicitation and/or reject all proposals for the RFP. BLS now files this formal written protest ten days after that notice, in accordance with the City's Procurement Policy.

While the solicitation reserves certain rights to the City, those rights are not unfettered. Under Florida law, once a competitive procurement process has been completed and an award has been made, an agency's decision to cancel the solicitation or reject all bids must be supported by a legitimate rational basis. Absent such a basis, the cancellation constitutes arbitrary and capricious agency action. *See e.g. Dep't of Trans. v. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988) (recognizing that agency discretion in rejecting bids is not unfettered and may be overturned if "the purpose or effect of the rejection is to defeat the object and integrity of competitive bidding" or if exercised in an arbitrary or illegal manner).

At present, the City has not provided a rational basis.

I. FACTUAL BACKGROUND

The City issued the subject RFP on January 13, 2026, establishing a defined evaluation framework consisting of seven criteria totaling 100 points. The Evaluation Committee completed scoring and rankings in accordance with that framework. Furthermore, the City found that "the evaluation committee completed a full review of all companies who submitted proposals for [the RFP]" and found that "Blue Line Solutions showed a full understanding of School Zone Speed program, the

importance of public education and safety, and the legal standards essential to the program." *See* Authorization to Place Bid on Agenda, attached hereto as **Exhibit B**. On March 11, 2026, the City publicly announced its intent to award the RFP contract to BLS. *See* Notice of Intent to Award attached hereto as **Exhibit C**. On March 13 and March 16, 2026, respectively, two unsuccessful vendors submitted correspondence challenging the procurement process. *See* RedSpeed and Jenoptik's Correspondences attached hereto as **Exhibit D**. Neither vendor completed the City's formal protest process as required under the Procurement Policy. At best, these correspondences could only be considered a notice to protest, however, there were no formal submission of a written protest within the prescribed timeframe and procedural steps. On March 17, 2026, without issuing a written determination addressing any formal protest, the City cancelled the solicitation in its entirety. On March 20, 2026, BLS timely filed its Notice of Protest.

II. LEGAL ARGUMENTS

a. The City's Cancellation Is Procedurally Defective

The City's Procurement Policy establishes a mandatory protest process with defined steps, deadlines, and decision points. That process exists to ensure fairness, transparency, and orderly resolution of disputes. Here, the City did not follow its own procedures, as no formal protest was submitted by the vendors, no formal protest determination was issued by the issuing authority within seven (7) days as required by Step 2 of the City's Vendor Protest Procedure Policy, nor was the appeal process triggered or completed. The City instead bypassed the established framework and cancelled the solicitation outright.

Allowing cancellation in response to informal complaints, outside the protest process, without a rational basis renders the procurement policy meaningless and deprives the awardee, BLS, of the protections those procedures are intended to provide.

b. Redspeed Lacks Standing Even If a Valid Protest Was Filed

Assuming arguendo that Redspeed's correspondence constituted a properly filed protest (it does not), Redspeed nevertheless lacks standing as a matter of Florida law. To establish standing in a bid protest, a proposer must demonstrate that it is "substantially affected," meaning it has a realistic possibility of receiving the award if its protest is sustained. Florida courts have expressly held that even a third-ranked proposer lacks standing where an intervening higher-ranked bidder remains eligible. *See Preston Carroll Co. v. Fla. Keys Aqueduct Authority,* 400 So. 2d 524 (Fla. 3d DCA 1981) (finding that "[Protestor], as third low bidder, was unable to demonstrate that it was substantially affected; it therefore lacked standing to protest the award of the contract to another bidder.") Here, Redspeed was ranked fifth. Even if Redspeed were successful in challenging one or more higher-ranked proposers, at least four intervening firms would remain ahead of it. Accordingly, Redspeed cannot demonstrate that it would be entitled to the award under any plausible outcome of its protest. Absent such a direct competitive interest, Redspeed would lack standing to file a valid protest.

c. The Cancellation Lacks a Rational Basis

Although the RFP reserves the right to reject all proposals, that discretion must be exercised in good faith and for a legitimate reason, not as a reaction to unverified allegations raised in an informal letter. The City's Procurement Policy clearly provides a protest process, of which all vendors were on notice upon issuance of the RFP. Specifically, vendors were informed from the outset that any challenge to the solicitation or award must be raised through that formal process within a defined timeframe. Indeed, the RFP provides that vendors had three (3) days from the posting of the proposal award to file a protest. *See* RFP § 1.18, at 4 of 60 ("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…Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.")

Any claimed confusion does not invalidate the procurement, particularly where vendors were clearly on notice that the City had protest procedures, including where to find them and the timeframe for filing a challenge. The protesting vendors demonstrated awareness of how to assert their rights, yet failed to do so. Notwithstanding, the allegations raised by the unsuccessful vendors do not justify cancellation:

i. Alleged "Deviation" from the RFP

The use of presentations or interviews as part of a competitive procurement is a common and permissible evaluation tool, particularly where the City retains discretion to determine what best serves its interests. Nothing in the RFP expressly prohibits such clarifying steps. Indeed, the City's own Purchasing Manual contemplates and explicitly authorizes the use of oral presentations in certain circumstances. Specifically, the manual permits the City to conduct presentations during noticed committee meetings as one of the recognized exceptions to the cone of silence. This guidance reflects the City's recognition that presentations can provide the Committee with meaningful insight into a proposal and facilitate informed decision-making without compromising the integrity of the procurement process.

In this procurement, the City fully complied with its policies and procedures. On February 11, 2026, the City issued notice to all proposers identifying a shortlist of firms and stating that "*[p]resentations* from the top two (2) firms will be requested." *See* Notice of Shortlist attached hereto as **Exhibit E**. This notice clearly informed all proposers of the City's intent to conduct presentations, ensuring transparency and providing equal opportunity to participate.

Under the City's protest procedures, any objection to the City's use of presentations was required to be raised within 72 hours of notification. No proposer submitted a challenge or objection within this period. By failing to do so, any objection to the City's use of presentations was effectively waived. In other words, the City acted well within its authority, and all proposers had an equal and fair opportunity to respond to the presentation requirement.

Far from constituting a deviation from the RFP, the use of presentations in this case was a proper, authorized, and procedurally sound evaluation step. Any suggestion that this step was improper is therefore without merit and cannot form a rational basis for cancelling the solicitation.

ii. Alleged Scoring Inconsistencies

Differences in evaluator scoring do not constitute arbitrariness; they are inherent in a multi-evaluator process and reflect independent professional judgment. In fact, the scorers themselves explained their valid rationale as to the low scoring of the fifth ranked firm. *See* Scoring Rationale, attached hereto as **Exhibit F**.

iii. Alleged "Abandonment" of Criteria

The Committee's recommendation reflects a holistic evaluation consistent with the City's reserved discretion to select the proposal that "best serves the interest of the City." *See* RFP, § VII, at 1 of 60.

d. The City's Decision Prejudices BLS

BLS participated in the solicitation in good faith, complied with all requirements, and was duly selected through the City's competitive process. The cancellation (i) nullifies a properly awarded contract, (ii) undermines the integrity of the procurement process, and (iii) causes significant competitive and economic harm to BLS.

III. CONCLUSION

The City conducted a fully competitive procurement and made a rational award decision, but reversed course only after receiving an informal complaint from a vendor that lacks standing to file a formal protest, one that was never adjudicated through the required procedures. Under these circumstances, the cancellation cannot stand, and the City should reinstate the award.

IV. REQUEST FOR RELIEF

BLS respectfully requests that the City:

1. Rescind the cancellation of the solicitation;
2. Reinstate the March 11, 2026 award to BLS; and
3. Proceed with contract finalization in accordance with the original procurement.

Sincerely,

Shutts & Bowen LLP



Victoria Méndez
Janeil Morgan

Cc: Debbie Luke, Purchasing Coordinator (debbie.luke@kissimmee.gov)
Mark Hutchinson, mark@bluelinesolutions.org
Jason Friedberg, jfriedberg@bluelinesolutions.org
Mark Frazer, mfrazer@bluelinesolutions.org
Joseph Goldstein, jgoldstein@shutts.com

EXHIBIT B

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: THESE ITEMS WILL NOT BE PLACED ON THE AGENDA UNTIL AUTHORIZED SIGNATURES ARE OBTAINED AND RETURNED TO THE PURCHASING OFFICE. IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: **RFP2026001**
DATE: March 11, 2026
TO: Captain Michael Tilton, Police Department
FROM: Debbie Luke, Purchasing Coordinator
SUBJECT: **School Zone Speed Detection Cameras**

COMMENTS: Subject bid was opened on January 13, 2026, Purchasing advertised this November 23, 2025 with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 200 vendors and 13 vendors downloaded the bid package, Vendor Link had 28 vendors download the package after 716 vendors notified. Local Vendor preference does not apply, as no vendors are from Osceola County. After evaluations and presentations are completed and you have your recommendations, please provide written justification below for Commission consideration and send purchasing the results of the Commission approval and purchasing will post results on Demand Star and Vendor Link.

DEPARTMENT RECOMMENDATIONS:

_____ Purchase from low bidder.
__X__ Other - Explain (attach additional sheets if necessary).

The evaluation committee completed a full review of all the companies who submitted proposals for RFP2026001. Two companies were selected, based on scoring, to follow up with a formal presentation. Based on the presentation, the committee unanimously selected Blue Line Solutions. Blue Line Solutions showed a full understanding of School Zone Speed programs, the importance of public education and safety, and the legal standards essential to the program.

REVIEWED BY: #32 **DATE:** 3/12/2026
APPROVED BY: **DATE:** 3/12/2026
DATE RETURNED TO PURCHASING: 3/12/2026

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New ___X___ Replacement _____

The intended use of function is: The City will contract with Blue Line Solutions to permit and install speed cameras in school zones within the City. The initial phase will encompass a study of each school zone followed by the selection of the location where cameras will be installed. We will conduct an extensive public education campaign and a warning period, prior to enforcement. Blue Line Solutions maintains all the cameras at zero cost to the city. Their compensation is derived from a share of the citation fines. During the enforcement phase, Blue Line Solutions reviews each violation to ensure the violation is worthy of prosecution, then forwards the violation to the police department for processing. Violators are first issued a Notice of Violation which does not incur points on their license. If the Notice of Violation is not satisfied, a Uniformed Traffic Citation is issued. The program works in the same manner as the Red-Light Camera program.

Funding: Attach approved copy of Budget Transfer (if necessary)

Account Number	Project Number	Amount
N/A ___	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Amount Budgeted: ___Self-funded based on revenue_____

Cost: ___$0.00_____

Remaining: _____

Intended use for any funds remaining: N/A

_____

EXHIBIT C

CITY OF KISSIMMEE 1883

PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE,
FL 34741

NOTICE OF INTENT TO AWARD

Date: March 11, 2026

To: All Submitters on Record

Issued By: Debbie Luke, Purchasing Coordinator

Subject: RFP2026001 School Zone Speed Detection Cameras

The Evaluation Committee has completed their review and evaluation after the presentations for the above-mentioned solicitation. The Purchasing Division hereby provides notice that the Evaluation Committee's recommendation is to award this solicitation to Blue Line Solutions. This shall now be submitted to the Commission to seek award.

We appreciate your hard work on this project and will be pleased to see your interest in other projects that come up for the City of Kissimmee.

RedSpeed

March 13, 2026

VIA EMAIL

Mr. Mike Steigerwald, City Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Re: RFP2026001 — Request to Reject All Proposals

Dear Mr. Steigerwald:

RedSpeed Florida, LLC respectfully requests that you exercise the City's express authority under the RFP to reject all proposals and re-solicit RFP2026001. The evaluation process that produced the March 11 recommendation to award to Blue Line Solutions is fatally flawed for four independent reasons, any one of which justifies rejection.

1. The Committee Deviated from the RFP

On February 4, 2026, the Evaluation Committee met and announced the composite scores: Jenoptik Smart Mobility Solutions at 83.6 and Blue Line Solutions at 83.4. After the written proposals were scored and the rankings announced, the committee hesitated and began discussing additional concerns about the top-ranked vendors, including questions about operational location, legal compliance support, and references.

During that discussion the committee noted that the scores were extremely close and described the result as "for all intents and purposes, a tie." The committee then used the virtual tie as a basis to override their own scoring and invite only the top two vendors to participate in presentations or interviews in order to obtain additional information before deciding between them. See: Committee Meeting Recording, Feb. 4, 2026, at 7:30–7:36.

The RFP, however, contains no provision authorizing presentations or any method for rescoring proposals based on them. The RFP establishes seven evaluation categories totaling 100 points (RFP, p. 23). There is no "presentation" category. The committee created this process at the meeting. **This is a material deviation from the RFP that cannot be cured retroactively. Where an evaluation committee applies procedures not contained in the solicitation, the procurement is fundamentally compromised.**

2. RedSpeed's Scoring Is Arbitrary and Capricious

Two of the five evaluators—Sandra Pereira and John Hambley—gave RedSpeed perfect scores on Vendor Experience (15/15, the highest any evaluator gave any vendor) while simultaneously giving RedSpeed the lowest scores on Reliability (5/25) and Implementation (5/15). These same two evaluators gave every other vendor 23–24 points on Reliability. The anomaly is isolated just to RedSpeed; had RedSpeed been scored consistently with its own Experience ratings, it would have also been in the "tie" for first place.

The scoring is a logical fallacy (capricious), not a difference of professional opinion. The RFP defines Reliability by reference to system uptime, detection accuracy, photo/video quality, and NOV/UTC processing—capabilities demonstrated through the same operational track record that earned the perfect Experience score. One cannot rationally conclude a vendor has the best experience in the field but is the worst at performing the work that experience measures. It is well settled under Florida law that an arbitrary and capricious award cannot stand. See, e.g. *Dep't of Transp. v. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988).

The mathematical impact is decisive: the gap between 5th and 1st, or "a virtual tie for first" (as applied) is attributable to two logically inconsistent scoresheets targeting a single vendor. Standing alone, this scoring is arbitrary and capricious. But taken together with the committee's procedural deviation in limiting presentations to just two vendors, it raises a more serious concern: the inconsistent scores ensured RedSpeed would be excluded from a presentation process that was itself unauthorized by the RFP. The appearance of favoritism in a public procurement undermines public confidence and exposes the City to legal challenge.

3. The Committee Abandoned Its Own Scoring Framework

The composite scoresheets rank Jenoptik #1 (83.6) and Blue Line #2 (83.4). After inviting only those two vendors for presentations—a process not authorized anywhere in the RFP—the committee recommended Blue Line. No revised scoresheets were produced. No supplemental scoring criteria were applied. No written explanation for the change exists on DemandStar or elsewhere.

The RFP establishes seven evaluation criteria totaling 100 points. There is no "presentation" category. If the presentations changed the outcome, they operated as an undisclosed evaluation factor applied to only two of five proposers—violating the fundamental principle that all proposals must be evaluated on stated criteria alone. A procurement that scores vendors on published criteria, then discards those scores without documentation when they produce an unwelcome result, is not a competitive procurement. The entire process, from the unauthorized presentations to the undocumented override of the scored rankings, should be set aside.

4. The Protest Procedure Is Undefined, Violating Due Process

RFP Section 1.18 tells vendors to protest within three days and that "protest procedures are available from the Purchasing Division." But neither the RFP nor the City Code (Sections 2-809 through 2-811) contains a protest procedure. There is simply no time to receive the recommendation, request the procedures, and file a conforming protest within three days.

A protest right without knowable rules is no right at all. Fundamental due process requires that parties have notice of the procedures governing challenges to government action. The absence of published protest procedures for a multi-million dollar, multi-year contract is itself a basis for setting aside this procurement.

RedSpeed

Requested Action

The City has express authority to reject all proposals (RFP Sections VII and 1.8). Rejection is warranted here because the evaluation produced an unreliable and anticompetitive result through unauthorized procedures, arbitrary scoring, and an undocumented override of the committee's own rankings.

Re-solicitation with a clearly defined evaluation process—including published scoring criteria for any presentation phase and a published protest procedure—will protect the City, ensure genuine competition, and produce a defensible award for this important public safety program.

Alternatively, we request that all vendors be permitted to present to City Commission and for the Commission to select a vendor directly.

RedSpeed reserves all rights and remedies under Florida law, including the right to seek judicial review in circuit court. We are confident we will prevail in any fair process and welcome the opportunity to compete on the merits.

Respectfully submitted,
REDSPEED FLORIDA, LLC



Michael McAllister

cc: Debbie Luke, Purchasing Coordinator
Brandon Durango, Financial Resources and Systems Manager

From:	ReyesHernandez, Daniela
To:	Procurement; Brandon Durango; Debbie Luke
Cc:	Figueroa, Julio; O"Carroll, Finbarr; Grubaugh, Dorian; Cusack, Anne; Rein, John
Subject:	RE: Procurement Records and Preservation of Protest Rights RFP2026001 – School Zone Speed Detection Cameras
Date:	Monday, March 16, 2026 5:08:13 PM
Attachments:	Outlook-h2h110e3.png

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

Dear Procurement Department,

Please accept this email as Jenoptik Smart Mobility Solutions' timely notice regarding preservation of its protest rights in connection with the City's intended award decision under RFP2026001 – School Zone Speed Detection Cameras.

We are submitting this notice solely to preserve our rights under the RFP while we request the procurement records necessary to understand the basis for the intended award decision and determine whether any further action is warranted.

As reflected in the solicitation, the RFP established a 100-point evaluation framework with specific weighted criteria and expressly states that "Points have been assigned for each category." The evaluation criteria include User Experience (15), Implementation (15), Vendor Experience (15), Reliability of Program (25), Support and Training (10), Cost (15), and Firm Location (5).

At this time, we have not been provided with the scoring detail, evaluator rankings, any presentation scoring, or the written basis for the intended award. In order to make an informed and good-faith decision as to whether a formal protest is appropriate, we respectfully request the following:

1. Individual evaluator score sheets for written proposals

We also respectfully request that the City toll, extend, or otherwise preserve the protest deadline pending production of the above materials so that Jenoptik Smart Mobility Solutions may review the procurement record before deciding whether to proceed with a formal protest.

Our goal is to avoid unnecessary escalation. We would prefer to review the scoring and supporting documentation first, understand the City's rationale, and then determine whether any additional action is necessary. We are not making accusations of impropriety; rather, we are simply requesting transparency and an opportunity to evaluate the decision based on the published criteria in the solicitation.

This notice is submitted to preserve Jenoptik Smart Mobility Solutions' rights under Section 1.18 of the RFP, which provides that any protest must be made within three (3) days following posting of the proposal award or intended award. If the City is unable to confirm in writing that the protest period will be tolled or extended, Jenoptik Smart Mobility Solutions reserves the right to timely submit a formal protest petition in order to preserve all available rights and remedies, without waiver.

Please confirm receipt of this notice and advise when the requested records will be made available.

Thank you again for your help and time

Yours sincerely,

Daniela Reyes Hernandez
Key Account Manager

JENOPTIK · Smart Mobility Solutions
Traffipax, LLC
16490 Innovation Drive· Jupiter, Florida 33478 · USA

M +1 561 532-7714
daniela.reyeshernandez@jenoptik.com· www.jenoptik.com

We are at the following trade shows.



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PURCHASING OFFICE
101 CHURCH STREET
KISSIMMEE, FL 34741

NOTICE: SHORTLIST RESULTS

Date: February 11, 2026

To: All Proposers on Record

Issued By: Brandon Durango, Financial Resources & Systems Manager

Subject: RFP2026001 School Zone Speed Detection Cameras

Notice of Shortlist is hereby given the results of the Evaluation Committee Meeting.

1. Jenoptik Smart Mobility Solutions
2. BlueLine Solutions
3. Altumint
4. NovoaGlobal
5. RedSpeed Florida

Presentations from the top two (2) firms will be requested.

From: John Hambley
To: Brandon Durango
Subject: RE: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification
Date: Thursday, February 19, 2026 5:16:32 PM
Attachments: image001.png

Hey Brandon,

In response to your questions, there were multiple times where the language in the referenced sections was general and not specific enough to determine if it met the scope and/or the additional criteria in the grade sheet.

In some instances, the proposer included acknowledgments to criteria in the scope but there were areas of the scope that were neither addressed nor acknowledged.

Let me know if you have any questions.

John

From: Brandon Durango <BRANDON.DURANGO@kissimmee.gov>
Sent: Thursday, February 19, 2026 10:49 AM
To: John Hambley <JOHN.HAMBLEY@kissimmee.gov>
Subject: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification

Good morning,

We had a public records request come in.

Can you please provide your reasoning for the **Reliability of Program** scoring 5 out of 25 for RedSpeed Florida. Also, for **Implementation** 5 out of 15.

Thank you,

Brandon Durango
Financial Resources and Systems Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741
407-518-2216
brandon.durango@kissimmee.gov

From: Sandra Pereira
To: Brandon Durango
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Date: Thursday, February 19, 2026 1:17:28 PM
Attachments: image001.png

Hello,

My scoring is based on my interpretation and perspective of each category.

The following are my responses:

Implementation:

There's a fairly quick implementation timeline provided; however, there wasn't a clear implementation timeline for testing beyond the installation of equipment.

Reliability Program:

It's not clear if the equipment/system having the capability and fairness of determining a car's speed.

Let me know if you need anything else.

Thanks

From: Brandon Durango <BRANDON.DURANGO@kissimmee.gov>
Sent: Thursday, February 19, 2026 10:48 AM
To: Sandra Pereira <SANDRA.PEREIRA@kissimmee.gov>
Subject: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification

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Thank you,

Brandon Durango
Financial Resources and Systems Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

407-518-2216
brandon.durango@kissimmee.gov



EXHIBIT 3

CITY OF KISSIMMEE

Finance Department
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2210 . FAX 407-518-2208

April 2, 2026

Dear Shutts & Bowen LLP,

A formal protest was received on March 13, 2026, legal offered to discuss protest letter. On March 17, 2026 at 11:00AM, there was a conference call between Legal and Procurement to discuss findings regarding the protest. Legal advised that the General Requirements in our bid plate language does not display the protest procedures clearly, and the selection committee deviated from the procedures outlined in the RFP in creating an additional process of presentations, only made available to two bidders. With related findings, legal advised to Cancel Bid without award and re-bid at later day.

Best regards,

Brandon Durango
Financial Resources and Systems Manager
City of Kissimmee

EXHIBIT 4

VICTORIA MÉNDEZ
PARTNER, BOARD CERTIFIED IN CITY, COUNTY, AND LOCAL GOVERNMENT LAW
SHUTTS & BOWEN LLP
200 South Biscayne Blvd.
Suite 4100
Miami, FL 33131
DIRECT (305) 347-7347
EMAIL VMendez@shutts.com

April 13, 2026

VIA ELECTRONIC MAIL

Mike Steigerwald, City Manager (mike.steigerwald@kissimmee.gov)
City of Kissimmee
City Hall
101 Church Street, Suite 500
Kissimmee, FL 34741

Re: Appeal of Procurement Officer's Decision to Formal Written Protest to Cancellation/ Rejection of Solicitation RFP2026001, School Speed Detection Cameras

Dear City Manager Steigerwald:

Shutts & Bowen LLP represents Blue Line Solutions, LLC ("BLS") regarding RFP2026001, School Speed Detection Cameras ("RFP"), incorporated by reference as **Exhibit A**. Pursuant to the City of Kissimmee's ("City") Vendor Protest Procedure Policy, Step #2, this Appeal is timely filed on behalf of BLS to challenge the determination of the issuing authority denying BLS's formal protest and upholding the cancellation of the RFP. BLS filed its Notice of Protest on March 20, 2026, in accordance with the seventy-two (72) hour requirement following the posting of the cancellation on March 17, 2026. Thereafter on March 30, 2026, BLS submitted its Formal Written Protest, attached hereto as **Exhibit B**, setting forth the bid number, title, and detailed grounds for protest as required by the Policy. On April 3, 2026, BLS received the issuing authority's written response, dated April 2, 2026, which denied the protest and upheld the cancellation. *See* City's April 2026 Response attached hereto as **Exhibit C**.

This Appeal is submitted within seven (7) days (excluding Saturday and Sunday) of BLS's receipt of that determination and is therefore timely under Step #2 of the City's Protest Procedure Policy. Through this Appeal, BLS respectfully requests that the City Manager review and reverse the issuing authority's decision, reinstate the award, and grant such further relief as is appropriate and consistent with applicable law and the City's procurement policies.

I. SUMMARY OF ERROR

The issuing authority's denial fails to cure the fundamental defects identified in BLS's Formal Written Protest and erroneously characterizes an informal complaint as a "formal protest". Specifically, the decision upholding cancellation: (1) disregards the City's mandatory protest procedures; (2) relies on complaints from a vendor lacking standing and who failed to comply with the protest process; and (3) fails to articulate any legitimate, rational basis for cancelling a

completed competitive procurement after an award had already been announced. As such, the decision constitutes arbitrary and capricious agency action and should be reversed.

II. FACTUAL BACKGROUND

The City issued the subject RFP on January 13, 2026, establishing a defined evaluation framework consisting of seven criteria totaling 100 points. The Evaluation Committee completed scoring and rankings in accordance with that framework. The City expressly found that BLS demonstrated a full understanding of the program and applicable legal standards. On March 11, 2026, the City publicly announced its intent to award the contract to BLS. Thereafter, on March 13 and March 16, 2026, two unsuccessful vendors submitted correspondence informally challenging the procurement process. Neither vendor complied with the City's formal protest requirements. On March 17, 2026, without issuing any formal protest determination or following the prescribed protest procedures, the City cancelled the solicitation in its entirety. BLS timely protested that action. The issuing authority subsequently denied BLS's protest, erroneously recognizing the informal correspondence sent on March 13, 2026, by Redspeed, attached hereto as **Exhibit D**, a vendor that lacks standing, as a "formal protest" and upheld the cancellation, but failed to provide a legally sufficient justification.

III. LEGAL ARGUMENTS

a. The City Failed to Follow Its Mandatory Protest Procedures

The City's Procurement Policy establishes a clear and mandatory framework governing bid protests, including required filings, deadlines, and written determinations. These procedures are not optional, they are essential safeguards to ensure fairness and transparency. Here, no vendor properly invoked the protest process. No formal protest was filed, no compliant protest was adjudicated, and no written determination was issued within the time required by the Policy prior to cancellation. Instead, the City acted outside its own established framework by cancelling the solicitation in response to informal complaints.

The issuing authority's denial does not address or justify this deviation. Allowing cancellation under these circumstances renders the City's protest procedures meaningless and deprives BLS of the protections those procedures are intended to afford.

b. Redspeed Lacks Standing Even If a Valid Protest Was Filed

Even assuming arguendo that the informal correspondence could be construed as a valid protest, Redspeed lacks standing. Under Florida law, a protestor must be "substantially affected," meaning it must have a realistic possibility of receiving the award. Florida courts have expressly held that even a third-ranked proposer lacks standing where an intervening higher-ranked bidder remains eligible. *See Preston Carroll Co. v. Fla. Keys Aqueduct Authority,* 400 So. 2d 524 (Fla. 3d DCA 1981) (finding that "[Protestor], as third low bidder, was unable to demonstrate that it was

substantially affected; it therefore lacked standing to protest the award of the contract to another bidder.")

Here, Redspeed was ranked fifth. It had no legal right to protest. Even if its allegations were sustained, multiple higher-ranked proposers would remain eligible for award ahead of Redspeed. Accordingly, Redspeed cannot demonstrate a direct competitive injury and lacks standing as a matter of law. Reliance on such a vendor's complaints, as expressly conceded in the City's April 2, 2026 response, cannot support cancellation of the solicitation.

The issuing authority's decision fails to address this threshold defect.

c. The Cancellation Lacks a Rational Basis

Once a competitive procurement has been completed and an award announced, the City's discretion to cancel is limited. The City must articulate a legitimate, rational basis supported by the record. The issuing authority's denial asserts that the RFP is deficient for failing to explicitly describe the bid protest procedure; however, this concern does not render the solicitation invalid. The applicable bid protest procedures are established in the City's Protest Policy and Purchasing Manual, which vendors were advised in the RFP of where to locate them, and which apply to all procurements regardless of whether they are restated verbatim in each solicitation. It is standard practice that not every applicable ordinance, regulation, or policy is fully reproduced within an RFP, and such omission does not negate their enforceability. Accordingly, the absence of a detailed bid protest section in the RFP does not prejudice vendors or undermine the integrity of the procurement process, as all parties remain subject to and on notice of the established procedures set forth in the governing authorities.

Furthermore, the denial of the protest fails because it relied on arguments made by a vendor who lacks the legal prerequisite to protest the City's award. Notwithstanding, the allegations raised by the unsuccessful vendors do not justify cancellation:

i. Alleged "Deviation" from the RFP

The use of presentations is a permissible and commonly accepted evaluation tool. The City expressly notified all shortlisted proposers on February 11, 2026, that presentations would be required from the top two (2) firms. *See* Notice of Shortlist attached hereto as **Exhibit E**. No vendor objected or even inquired about presentations until Redspeed tried to challenge it over a month later after an award of the contract. Any such objection is therefore waived. "A failure to file a timely protest constitutes a waiver..." *Capeletti Bros., Inc. v. Dep't of Transp.*, 499 So. 2d 855, 857 (Fla. 1st DCA 1986). The process was transparent, authorized, and uniformly applied. This notice clearly informed all proposers of the City's intent to conduct presentations, ensuring transparency and providing equal opportunity to participate.

Under the City's protest procedures, any objection to the City's use of presentations was required to be raised within 72 hours of notification. No proposer submitted a challenge or objection within

this period. By failing to do so, any objection to the City's use of presentations was effectively waived. In other words, the City acted well within its authority, and all proposers had an equal and fair opportunity to respond to the presentation requirement.

Far from constituting a deviation from the RFP, the use of presentations in this case was a proper, authorized, and procedurally sound evaluation step. Any suggestion that this step was improper is therefore without merit and cannot form a rational basis for cancelling the solicitation.

ii. Alleged Scoring Inconsistencies

Differences in evaluator scoring do not constitute arbitrariness; they are inherent in a multi-evaluator process and reflect independent professional judgment. In fact, the scorers themselves explained their valid rationale as to the low scoring of the fifth ranked firm. *See* Scoring Rationale, attached hereto as **Exhibit F**.

iii. Alleged "Abandonment" of Criteria

The Committee's recommendation reflects a holistic evaluation consistent with the City's reserved discretion to select the proposal that "best serves the interest of the City." *See* RFP, § VII, at 1 of 60.

d. The City's Decision Prejudices BLS and Undermines the Procurement Process

BLS participated in the solicitation in good faith, complied with all requirements, and was duly selected through the City's competitive process. The cancellation (i) nullifies a properly awarded contract, (ii) undermines the integrity of the procurement process, and (iii) causes significant competitive and economic harm to BLS.

IV. CONCLUSION

The City conducted a fully competitive procurement and made a rational award decision, but reversed course only after receiving an informal complaint from a vendor that lacks standing to file a formal protest and whose concerns were never adjudicated through the required procedures. Moreover, the City improperly treated complaints from that same vendor as a formal protest despite its lack of legal standing. Under these circumstances, the cancellation cannot stand, and the City should reinstate the award.

V. REQUEST FOR RELIEF

For the foregoing reasons, BLS respectfully requests that the City Manager:

1. Reverse the issuing authority's decision denying the protest;
2. Rescind the cancellation of the solicitation;
3. Reinstate the March 11, 2026 award to BLS; and
4. Proceed with contract finalization in accordance with the original procurement.

Sincerely,

Shutts & Bowen LLP



Victoria Méndez
Janeil Morgan

Cc: Brandon Durango, Purchasing Manager (brandon.durango@kissimmee.gov)
Debbie Luke, Purchasing Coordinator (debbie.luke@kissimmee.gov)
Mark Hutchinson, mark@bluelinesolutions.org
Jason Friedberg, jfriedberg@bluelinesolutions.org
Mark Frazer, mfrazer@bluelinesolutions.org
Joseph Goldstein, jgoldstein@shutts.com

EXHIBIT 5

CITY OF KISSIMMEE

Office of the City Manager
101 Church Street · Kissimmee, Florida 34741-5054 · Phone 407-518-2300 · Fax 407-846-8369

April 27, 2026

Victoria Mendez
Shutts & Bowen LLP
200 South Biscayne Blvd.
Suite 4100
Miami, FL 33131

Subject: Appeal of Procurement Officer's Decision to Formal Written Protest to Cancellation/ Rejection of Solicitation RFP2026001, School Speed Detection Cameras

Ms. Mendez:

I have received your letter dated April 13, 2026 regarding an appeal of the decision to cancel/reject Solicitation RFP2026001, School Speed Detection Cameras.

Please note that City Policy 501, Purchasing Manual, states that an Invitation to Bid, a request for proposal or other solicitation, may be delayed or canceled, or all bids or proposals may be rejected in whole or in part, as may be specified in the solicitation, by the Procurement Division and Department Director or designee, if it is determined that such action is in the best interest of the City.

In addition, Section 1.8 (page 16) of the Bid Package for RFP2026001 states that 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.

Based upon the foregoing, I believe the City's Procurement Officer acted within his authority to cancel the process and reject all bids without cause. Therefore, I'm denying each of the remedies requested in your letter.

Respectfully,

Mike Steigerwald, City Manager
City of Kissimmee

EXHIBIT 6

RedSpeed

March 13, 2026

VIA EMAIL

Mr. Mike Steigerwald, City Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Re: RFP2026001 — Request to Reject All Proposals

Dear Mr. Steigerwald:

RedSpeed Florida, LLC respectfully requests that you exercise the City's express authority under the RFP to reject all proposals and re-solicit RFP2026001. The evaluation process that produced the March 11 recommendation to award to Blue Line Solutions is fatally flawed for four independent reasons, any one of which justifies rejection.

1. The Committee Deviated from the RFP

On February 4, 2026, the Evaluation Committee met and announced the composite scores: Jenoptik Smart Mobility Solutions at 83.6 and Blue Line Solutions at 83.4. After the written proposals were scored and the rankings announced, the committee hesitated and began discussing additional concerns about the top-ranked vendors, including questions about operational location, legal compliance support, and references.

During that discussion the committee noted that the scores were extremely close and described the result as "for all intents and purposes, a tie." The committee then used the virtual tie as a basis to override their own scoring and invite only the top two vendors to participate in presentations or interviews in order to obtain additional information before deciding between them. See: Committee Meeting Recording, Feb. 4, 2026, at 7:30–7:36.

The RFP, however, contains no provision authorizing presentations or any method for rescoring proposals based on them. The RFP establishes seven evaluation categories totaling 100 points (RFP, p. 23). There is no "presentation" category. The committee created this process at the meeting. **This is a material deviation from the RFP that cannot be cured retroactively. Where an evaluation committee applies procedures not contained in the solicitation, the procurement is fundamentally compromised.**

2. RedSpeed's Scoring Is Arbitrary and Capricious

Two of the five evaluators—Sandra Pereira and John Hambley—gave RedSpeed perfect scores on Vendor Experience (15/15, the highest any evaluator gave any vendor) while simultaneously giving RedSpeed the lowest scores on Reliability (5/25) and Implementation (5/15). These same two evaluators gave every other vendor 23–24 points on Reliability. The anomaly is isolated just to RedSpeed; had RedSpeed been scored consistently with its own Experience ratings, it would have also been in the "tie" for first place.

The scoring is a logical fallacy (capricious), not a difference of professional opinion. The RFP defines Reliability by reference to system uptime, detection accuracy, photo/video quality, and NOV/UTC processing—capabilities demonstrated through the same operational track record that earned the perfect Experience score. One cannot rationally conclude a vendor has the best experience in the field but is the worst at performing the work that experience measures. It is well settled under Florida law that an arbitrary and capricious award cannot stand. See, e.g. *Dep't of Transp. v. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988).

The mathematical impact is decisive: the gap between 5th and 1st, or "a virtual tie for first" (as applied) is attributable to two logically inconsistent scoresheets targeting a single vendor. Standing alone, this scoring is arbitrary and capricious. But taken together with the committee's procedural deviation in limiting presentations to just two vendors, it raises a more serious concern: the inconsistent scores ensured RedSpeed would be excluded from a presentation process that was itself unauthorized by the RFP. The appearance of favoritism in a public procurement undermines public confidence and exposes the City to legal challenge.

3. The Committee Abandoned Its Own Scoring Framework

The composite scoresheets rank Jenoptik #1 (83.6) and Blue Line #2 (83.4). After inviting only those two vendors for presentations—a process not authorized anywhere in the RFP—the committee recommended Blue Line. No revised scoresheets were produced. No supplemental scoring criteria were applied. No written explanation for the change exists on DemandStar or elsewhere.

The RFP establishes seven evaluation criteria totaling 100 points. There is no "presentation" category. If the presentations changed the outcome, they operated as an undisclosed evaluation factor applied to only two of five proposers—violating the fundamental principle that all proposals must be evaluated on stated criteria alone. A procurement that scores vendors on published criteria, then discards those scores without documentation when they produce an unwelcome result, is not a competitive procurement. The entire process, from the unauthorized presentations to the undocumented override of the scored rankings, should be set aside.

4. The Protest Procedure Is Undefined, Violating Due Process

RFP Section 1.18 tells vendors to protest within three days and that "protest procedures are available from the Purchasing Division." But neither the RFP nor the City Code (Sections 2-809 through 2-811) contains a protest procedure. There is simply no time to receive the recommendation, request the procedures, and file a conforming protest within three days.

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RedSpeed

Requested Action

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REDSPEED FLORIDA, LLC



Michael McAllister

cc: Debbie Luke, Purchasing Coordinator
Brandon Durango, Financial Resources and Systems Manager

From:	ReyesHernandez, Daniela
To:	Procurement; Brandon Durango; Debbie Luke
Cc:	Figueroa, Julio; O"Carroll, Finbarr; Grubaugh, Dorian; Cusack, Anne; Rein, John
Subject:	RE: Procurement Records and Preservation of Protest Rights RFP2026001 – School Zone Speed Detection Cameras
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Please confirm receipt of this notice and advise when the requested records will be made available.

Thank you again for your help and time

Yours sincerely,

Daniela Reyes Hernandez
Key Account Manager

JENOPTIK · Smart Mobility Solutions
Traffipax, LLC
16490 Innovation Drive· Jupiter, Florida 33478 · USA

M +1 561 532-7714
daniela.reyeshernandez@jenoptik.com· www.jenoptik.com

We are at the following trade shows.



This message is intended to be confidential and may be privileged. If you are not the intended recipient, please delete this e-mail from your system immediately and notify us of the erroneous transmission to you. Any unauthorized disclosure, use, copying, or distribution of this e-mail is prohibited.

Please consider your environmental responsibility before printing this e-mail.

EXHIBIT 7

PURCHASING OFFICE
101 CHURCH STREET
KISSIMMEE, FL 34741

NOTICE: SHORTLIST RESULTS

Date: February 11, 2026

To: All Proposers on Record

Issued By: Brandon Durango, Financial Resources & Systems Manager

Subject: RFP2026001 School Zone Speed Detection Cameras

Notice of Shortlist is hereby given the results of the Evaluation Committee Meeting.

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Presentations from the top two (2) firms will be requested.

EXHIBIT 8

From: John Hambley
To: Brandon Durango
Subject: RE: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification
Date: Thursday, February 19, 2026 5:16:32 PM
Attachments: image001.png

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Let me know if you have any questions.

John

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Sent: Thursday, February 19, 2026 10:49 AM
To: John Hambley <JOHN.HAMBLEY@kissimmee.gov>
Subject: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification

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Thank you,

Brandon Durango
Financial Resources and Systems Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741
407-518-2216
brandon.durango@kissimmee.gov

CITY OF KISSIMMEE 1883

From: Sandra Pereira
To: Brandon Durango
Subject: RE: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification
Date: Thursday, February 19, 2026 1:17:28 PM
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There's a fairly quick implementation timeline provided; however, there wasn't a clear implementation timeline for testing beyond the installation of equipment.

Reliability Program:

It's not clear if the equipment/system having the capability and fairness of determining a car's speed.

Let me know if you need anything else.

Thanks

From: Brandon Durango <BRANDON.DURANGO@kissimmee.gov>
Sent: Thursday, February 19, 2026 10:48 AM
To: Sandra Pereira <SANDRA.PEREIRA@kissimmee.gov>
Subject: RFP2026001 School Zone Speed Detection Cameras - RedSpeed scoring clarification

Good morning,

We had a public records request come in.

Can you please provide your reasoning for the **Reliability of Program** scoring 5 out of 25 for RedSpeed Florida. Also, for **Implementation** 5 out of 15.

Thank you,

Brandon Durango
Financial Resources and Systems Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

407-518-2216
brandon.durango@kissimmee.gov



ITEM 8.B

Appeal of the Development Review Committee (DRC) Decision to Renew a Conditional Use Special Event Permit Approval for Food Trucks at 1985 S. John Young Parkway

Request

Discussion of an appeal of the Development Review Committee (DRC) decision to renew approval of a Conditional Use Special Event Permit for food trucks at 1985 S. John Young Parkway.

Explanation

This Conditional Use (CU-25-0004) was originally recommended for approval with conditions by the DRC on May 20, 2025, followed by Planning Advisory Board (PAB) approval on August 20, 2025, as an extended Special Event permit to allow up to six (6) food trucks. The PAB approval included a condition (#2) that it was valid for only 90 days (Nov. 20, 2025). After the 90-day period, the Conditional Use must return to the DRC for consideration of a renewal.

On December 16, 2025, the Development Review Committee (DRC) reviewed and renewed the Conditional Use subject to a revised site plan. It was renewed again at the January 9, 2026, and April 7, 2026, DRC meetings. A written appeal of the April 7, 2026 DRC renewal approval was received on April 16, 2026. The current renewal expires on July 10, 2026. It is currently scheduled to return to DRC to consider another 90-day renewal at the July 7, 2026, meeting.

Staff is seeking City Commission direction on the April 7, 2026, DRC approval of the 90-day renewal.

FINDINGS AND REASONS:

1. Consistent with Section 14-3-21(B) of the Land Development Code, Development Review Committee (DRC) decisions may be appealed to the City Commission.

Recommendation

Requesting City Commission direction on the appeal of the Development Review Committee (DRC) decision to renew a 90-day Conditional Use Special Event Permit approval (CU-25-0004) for food trucks at 1985 S. John Young Parkway, which expires on July 10, 2026.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: Development Services
Presenter:

Attachment(s):

1. CU-25-0004 Special Event Permit Renewal 04.10.26
2. DRC Appeal Notice 04.17.26
3. Apr. 14, 2026 City Commission Workshop Minutes
4. Aug. 20, 2025 Planning Advisory Board Minutes

SPECIAL EVENT WITH SALES PERMIT

DATE OF ISSUANCE: April 10, 2026

PERMIT # CU-25-0004

APPLICANT: Lisandra Roman
1985 S John Young Pkwy
Kissimmee, FL 34741

DATE & HOURS OF EVENT: Wednesdays to Sundays from 7 pm to 12 pm starting April 10th

LOCATION OF EVENT: 1985 S John Young Pkwy, Kissimmee, FL 34741

DESCRIPTION OF EVENT: **Outdoor sales from vehicles as part of a special event at Lechonera el Jibarito.**

THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. Call for a Fire Inspection at 407-518-2202 twenty-four (24) hours in advance of the event.
2. The hours of operation for this special event for outdoor sales from food trucks is: Wednesday to Sunday from 7 pm to 12 pm. No outdoor sales from food trucks shall occur outside of these hours of operation.
3. This special event approval for outdoor sales from food trucks is valid for 90 days only. This Special Event must come back to the Development Review Committee (DRC) to consider a renewal, and/or different hours/days. Land Development Code Section 14-6-28. This renewal will come back to a DRC Meeting on July 7th, 2026.
4. No food trucks, food trailers, or other materials associated with the Special Event may be stored or parked on-site outside of the approved special event hours of operation. A parking agreement may be necessary with surrounding parcels if the parking for the special event is insufficient and poses safety hazard not deemed suitable.
5. No more than the 6 food trucks per night is permitted at this special event.
6. No more than the 6 tents with table and chairs per night is permitted at this special event.
7. The use of any public address or sound projection system shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m., and shall not project sound onto adjacent streets or residential areas, and shall comply with the noise control provisions of Chapter 22, Article II of the Code of Ordinances. No amplified sound equipment is allowed after 10 pm.
8. A copy of all applicable permits and the approved Special Event permit, shall be posted on site in a prominent location during the event and shall be made available for presentation upon request. Failure to obtain proper permits and failure to comply with all applicable code requirements and the conditions of the special event permit shall invalidate the approval and may result in a daily fine and the forfeiture of future event dates.
9. Please be advised that the City reserves the right to limit, alter, or deny special events at any time. The City may deny a special event permit application if it is determined that the activity will adversely impact neighboring businesses or residents, impose a safety hazard, create a noise disturbance that is not appropriate for the location, place the City in a position of liability, or overextends the City's ability to provide services. The City may limit the duration of the event, including the hours of the event and the number of days it may be conducted, to minimize adverse impact caused by the activity that the City cannot manage. Also, be advised that the conditional use shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the types of activities, intensity of development, placement of facilities, or other factors. Particular attention shall be given to safety, aesthetics, noise, lightning, odors, vibration, and related impacts per LDC Section 14-3-29(F)(3).
10. Alcohol sales is strictly prohibited from being sold or consumed during the special event hours of operation.
11. Event organizers shall be responsible for any outside food vendors. For special events with food vendors, the event organizer shall:
    a. Provide a list of all food vendors and verification of their Florida Department Agriculture and Consumer Services (FDACS) food permit to the City. This list must include all vendors anticipated to participate in the event, as well as a list of alternates that may be substituted in the event an individual vendor is unable to

participate. Failure to comply with this requirement will result in vendors being barred from participation in the scheduled event;

b. Require each vendor to provide their own garbage bags and to keep the area around the vendor's booth clean;

12. Trash cans shall be placed throughout the event area. Immediately after the event, the applicant shall clean the site, adjacent site(s) and rights-of-way of any debris from the event.
13. Every food truck must have a current Business License with the City.

GENERAL FIRE SAFETY

14. No person shall place or keep any post, fence, vehicle, growth, vegetation, trash or storage of other materials that would obstruct a fire hydrant or fire protection appliance and hinder or prevent its immediate use by fire department personnel. FFPC NFPA 1, Chapter 18, Section 18.3, Sub-division 18.3.3.3.1
15. No storage or handling of flammable or combustible liquids or gases shall be permitted at any location where it could jeopardize egress.
16. A licensed/tagged fire extinguisher (2A10BC) must be placed within the tents. The fire extinguishers must be hung between 4 inches and 5 feet off the ground.
17. A minimum of 10 feet clearance around the tent must be maintained free of flammable and combustible materials and vegetation. The clearing work shall be accomplished to the satisfaction of the AHJ prior to the erection of such a tent. The premises shall be kept free from such flammable or combustible materials during the period for which the premises are used by the public. FFPC NFPA 1, Chapter 25, Section 25.2.4.1
18. If tent flaps are used in the down positions, please provide exit signs where the tent flaps come together. Means of egress shall be marked in accordance with Section 7.10.1.1 where required in Chapter 11 through 42.
19. No cooking under tents. All cooking equipment shall have a minimum 10-foot clearance from tent and not infringe on egress from tent. FFPC NFPA 1, Chapter 50, Section 50.2.9.
20. No Open Flame Devices of Pyrotechnics inside tents. This includes PORTABLE PROPANE HEATERS.
21. Decorative or acoustical materials as outlined in NFPA 1, 13.7.4.3.6 such as hay, paper, straw, wood chips, shavings, foams, and plastics are strictly prohibited unless flame retardant and approved by the Fire Marshal's Office.
22. Vehicle parking, display, or use inside the structures is not permitted without prior review and approval by the Fire Marshal.
23. The AHJ shall be permitted to regulate all outdoor events such as carnivals and fairs as it pertains to access for emergency vehicles, access to fire protection equipment, placement of stands, concession booths, and exhibits, and the control of hazardous conditions dangerous to life and property. FFPC, NFPA 1, Uniform Fire Code, Florida 2009 edition, Chapter 10, Section 10.15.2.
24. Please provide clear access to and inside the event for emergency personnel. Access and egress routes shall be maintained so that crowd management, security, and emergency medical personnel are able to reach any individual at any time, without undue hindrance. FFPC, NFPA 101, Life Safety Code, Florida 2009 edition, Chapter 12, Sub-section 12.2.5.4.3.
25. Trash cans shall be placed throughout the event area. Immediately after the event, the applicant shall clean the site, adjacent site(s) and right-of-ways of any debris from the event.
26. All applicable code requirements of the City of Kissimmee Code of Ordinances and conditions of approval shall be adhered to at all times. Failure to comply with the City of Kissimmee Code of Ordinances could result in re-evaluation of this special event request with possible revocation.
27. A copy of all applicable permits, the approval letter, and the approved site sketch shall be posted on site in a prominent location during the event and shall be made available for presentation upon request. Failure to obtain proper permits and failure to comply with all applicable code requirements of the City of Kissimmee Code of Ordinances and the conditions of the permit shall invalidate the approval and could result in a maximum fine of $250 per day.

THIS PERMIT IS VALID ONLY FOR THE DATE, HOURS, LOCATION AND EVENT LISTED ABOVE. FAILURE TO COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS OF THE CITY OF KISSIMMEE CODE OF ORDINANCES AND THE CONDITIONS OF THIS PERMIT AS LISTED ABOVE SHALL INVALIDATE THIS PERMIT, COULD RESULT IN A MAXIMUM FINE OF $250 PER DAY AND MAY IMPACT FUTURE EVENT APPROVALS FOR THIS PROPERTY/ENTITY.

THIS PERMIT SHALL BE KEPT ON SITE IN A PROMINENT LOCATION DURING THE EVENT AND SHALL BE MADE AVAILABLE FOR PRESENTATION UPON REQUEST

Signature of Applicant

Lisandra Roman
Printed Name of Applicant

4/10/26
Date

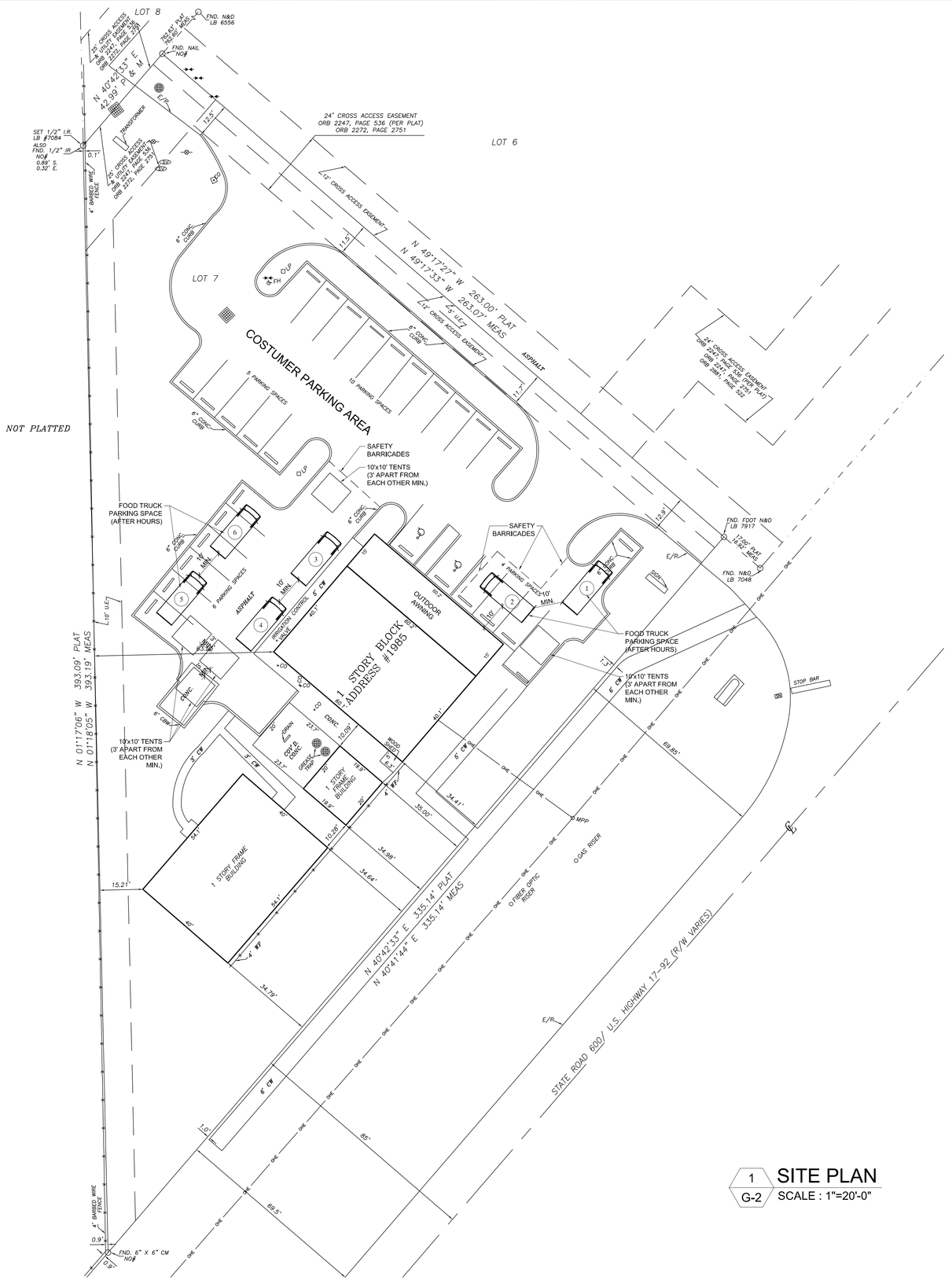
Signature of Planner

04/10/2026
Date

Signature of Building Official or Designee

04/10/2026
Date

NOTE
1. THIS PLAN DENOTE PARKING SPACES FOR FOOD TRUCKS AFTER-HOURS.
2. FOOD TRUCK TO USE EXISTING RESTAURANT BATHROOMS.
3. FOOD TRUCK TO USE EXISTING RESTAURANT GREASE DISPOSAL SYSTEM.
4. FOOD TRUCK TO USES INDIVIDUAL ELECTRICAL GENERATOR FOR POWER.
5. 10'x10' TENTS TO BE 3' APART FROM EACH OTHER, MINIMUM.



1 G-2 SITE PLAN
SCALE : 1"=20'-0"

SCALE 1"=20'-0"
10' 40'
0 20' 60'

THE CAD SHOP
FLORIDA
PUERTO RICO
407-575-7156
tfdcshop@yahoo.com

REVISIONS	BY
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THE CONTRACTOR SHALL CHECK AT THE SITE ALL DIAGRAMS AND DIMENSIONS SHOWN ON DRAWINGS AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES THAT MAY APPEAR. THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK AFFECTED THEREBY UNTIL THE ENGINEER HAS CORRECTED THE DISCREPANCY

PROJECT PROPOSED FOOD TRUCK LOCATION
Lechonera el Jibarito
OWNER: LISANDRA ROMAN
LOCATION: 1985 S JOHN YOUNG PKWY., KISSIMMEE, FL 34746
PROPERTY ID: 33-25-29-2367-0001-0070

ARCHITECT OF RECORD

THIS STRUCTURE HAS BEEN DESIGNED TO WITHSTAND THE FORCES GENERATED BY 140 MPH WINDS PLUS THREE SECOND GUST FACTOR IN COMPLIANCE WITH SECTION 1600 OF 2023 FLORIDA BUILDING CODE RESIDENTIAL, REVISIONS, AND SUPPLEMENTS

DATE	DESIGN BY
2/4/2025	RL
SCALE	CHECKED BY
AS NOTED	RL
SHEET SIZE	DRAWN BY
24"x36"	RL
JOB #	
21-20240308-02	

SHEET
G-2

Brenda Ryan

From: Brenda Ryan
Sent: Friday, April 17, 2026 1:53 PM
To: 'lechoneraeljibarito@gmail.com'
Cc: Ryan Altizer
Subject: Appeal of Special Event Renewal - CU-25-0004

Lisandra,

Following up our telephone conversation, an appeal of the Special Event renewal approved by the Development Review Committee (DRC) on April 7, 2026 has been received.

The appeal will be scheduled for the May 19, 2026 City Commission. We will provide you with the final City Commission agenda once it has been finalized.

Brenda Ryan, AICP
Planning Manager, Development Services
City of Kissimmee

101 Church Street, Suite 110
Kissimmee, FL 34741
407.518.2140 ext.2104
Brenda.Ryan@kissimmee.gov

MEETING MINUTES
SESSION OF THE COMMISSION WORKSHOP
(FOOD TRUCKS AND COMMERCIAL VEHICLE REGULATIONS)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 14, 2026 AT 5:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, Interim 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 5:00 PM.

2. WORKSHOP BUSINESS

2.A Discussion of Ordinance Changes Concerning the Allowance of Food Trucks for Special Events

Staff is requesting direction from the City Commission on the regulation of food trucks allowed as part of extended special events, when approved through the Conditional Use process.

City Manager Steigerwald opened the meeting, outlining current allowances under the city code and seeking direction on whether changes are needed. Mayor Espinosa opened for public comment. Residents submitted comment cards (“Exhibit A”) and raised concerns about non-compliance, enforcement, inspections, and fairness in zoning, including the use of temporary event permits versus a PUD process and the impacts food trucks have on the city and small businesses. One opposing speaker provided a handout (“Exhibit B”), while the property owner of a current conditional use permit explained her application process.

Commissioners discussed potential conflicts of interest, including a recusal request, and broader policy approaches such as the existing temporary moratorium adopted in September. They considered operational limits, special event permit durations, and whether to continue allowing conditional use permits. Development Services Director Craig Holland reviewed the permitting process, noting that both conditional use permits and PUDs include revocation provisions for violations, and that applicants may choose the faster, lower-cost permit option. Coordination between food truck operators and property owners is not regulated by the city. The Commission also discussed increasing fines and strengthening enforcement provisions, noting that significant noncompliance has not yet been an issue.

Commissioner Martinez made a motion to keep section 14-6-28(B) of the city code as is with no changes. Commissioner Eady seconded the motion.

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

Motion carried 3 - 2.

2.B Discussion Regarding Commercial Vehicles in Residentially-Zoned Areas of the City

Staff requests Commission direction on proposed Code amendments regarding the parking of commercial vehicles in residentially zoned areas.

City Manager Steigerwald reviewed a handout (“Exhibit C”) addressing commercial vehicles in residential districts, including modern vehicle weights, proposed thresholds, and how neighboring jurisdictions regulate similar issues. Three options (A, B, and C) were presented to the Commission for consideration.The proposed ordinance revisions would incorporate gross vehicle weight rating ("GVWR") to clarify enforcement, while also increasing allowable limits. Benchmarking showed surrounding jurisdictions typically set thresholds between 10,000 and 15,000 pounds.

Mayor Espinosa opened for public comment, and residents submitted comment cards (“Exhibit D”) expressing both support and opposition to allowing commercial vehicles in residential areas. Discussion included storage concerns and the impact on tradespeople who rely on work vehicles. One resident shared a specific case and provided a handout (“Exhibit E”), prompting Deputy Manager Austin Blake to clarify the distinction between gross vehicle weight and a GVWR, noting that manufacturer specifications must be reviewed to determine compliance, which can be verified through federal databases using a vehicle identification number.

The discussion focused on residential regulations, acknowledging existing exemptions for certain vehicles, such as tow trucks and railroad response units, which are not subject to enforcement.

The Commission reached consensus to proceed with Option B, with the proposed ordinance to return for two public hearings.

3. GENERAL DISCUSSION

4. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 6:32 PM.

Jackie Espinosa

MAYOR-COMMISSIONER

ATTEST:

Tameara Crespo

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

"EXHIBIT A"

DATE: 4/1

AGENDA ITEM #:

NON-AGENDA ITEM: Food Trucks

NAME: STELLA SIRACUZA

ADDRESS: 596 E. Osceola CITY: Kiss 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
- [ ] 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: 4/14/26

AGENDA ITEM #: 2.A

NON-AGENDA ITEM:

NAME: Sandra 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

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/14/26

AGENDA ITEM #: Food truck

NON-AGENDA ITEM: _____

NAME: Madelin Casiano

ADDRESS: 4030 Baker Ave **CITY:** St Cloud **STATE:** FL **ZIP:** 34772

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: 4/14/2026

AGENDA ITEM #: ~~Food Trucks~~ 2A - 2B

NON-AGENDA ITEM: _____

NAME: Richard Hardy

ADDRESS: _____ **CITY:** Kiss **STATE:** FL **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

DATE: 4/ /26

AGENDA ITEM #: 2A & 2B

NON-AGENDA ITEM:

NAME: Lilian Evans

ADDRESS: 1715 sunny st **CITY:** Kiss **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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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 4/14/2026

AGENDA ITEM #: 2A

NON-AGENDA ITEM:

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

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Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

Given the existing traffic congestion along the S. John Young Parkway corridor, do you oppose allowing a food truck park (multiple food trucks operating at a single location) at this location due to traffic impacts, safety concerns, increased trash, negative visual impact, potential economic impacts on nearby established small businesses that maintain permanent facilities and ongoing regulatory costs, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards in a high-density, multi-vendor environment?

Dado el tráfico existente en el corredor de S. John Young Parkway, ¿usted se opone a permitir un parque de food trucks (múltiples unidades operando en una sola ubicación) en este lugar debido al impacto en el tráfico, preocupaciones de seguridad, aumento de basura, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos que mantienen instalaciones permanentes y costos regulatorios continuos, y preocupaciones sobre la supervisión y cumplimiento constante de normas de salud, saneamiento y seguridad en un entorno de alta densidad con múltiples vendedores?

This petition addresses land-use, traffic, safety, and community impacts only.
Esta petición se enfoca únicamente en el uso del terreno, tráfico, seguridad e impacto comunitario.

Statement of Opposition / Declaración de Oposición

I am directly affected by the proposed food truck park (multiple food trucks operating at a single location) and oppose its approval due to traffic congestion, safety concerns, trash, parking impacts, negative visual impact, potential economic impacts on nearby small businesses, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards.

Estoy directamente afectado por el propuesto parque de food trucks (múltiples unidades en una sola ubicación) y me opongo a su aprobación debido a la congestión vehicular, preocupaciones de seguridad, basura, estacionamiento, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos y preocupaciones sobre la supervisión constante de normas de salud y seguridad.

Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
John Delgado	John Delgado	1416 manor Dr	Kiss. 34741	4/10/26	☑	☑	☑	☑	☑	☑	☑
Marilyn Nieves	Marilyn Nieves	417 Palmway St	Kiss 34744	4/11/26	☑	☑	☑	☑	☑	☑	☑
Jose Nieves	Jose Nieves	" "	" "		☑	☑	☑	☑	☑	☑	☑
Kristi Lassiter	Kristi Lassiter	1708 Manor Dr	Kissimmee 32741	4-11-26	☑	☑	☑	☑	☑	☑	☑
Liliana Arenas	Liliana Arenas	1521 Manor Dr	Kiss 34741	4-11-26	☑	☑	☑	☑	☑	☑	☑
Walter Arenas	Walter Arenas	1521 Manor Dr	Kiss 34741	4-11-26	☑	☑	☑	☑	☑	☑	☑
Michelle Arenas	Michelle Arenas	1521 Manor Dr	Kiss 34741	4-11-26	☑	☑	☑	☑	☑	☑	☑
Eric Nieves	Eric Nieves	1525 Manor Dr.	Kissimmee 34741	4-11-26	☑	☑	☑	☐	☑	☐	☑
Don River	Don River	1529 Manor Dr	Kiss 34741	4/11/26	☑	☑	☑	☑	☑	☑	☑
Carol River	Carol River	1529 Manor Dr	Kiss 34741	4/11/26	☑	☑	☑	☑	☑	☑	☑
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

Given the existing traffic congestion along the S. John Young Parkway corridor, do you oppose allowing a food truck park (multiple food trucks operating at a single location) at this location due to traffic impacts, safety concerns, increased trash, negative visual impact, potential economic impacts on nearby established small businesses that maintain permanent facilities and ongoing regulatory costs, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards in a high-density, multi-vendor environment?

Dado el tráfico existente en el corredor de S. John Young Parkway, ¿usted se opone a permitir un parque de food trucks (múltiples unidades operando en una sola ubicación) en este lugar debido al impacto en el tráfico, preocupaciones de seguridad, aumento de basura, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos que mantienen instalaciones permanentes y costos regulatorios continuos, y preocupaciones sobre la supervisión y cumplimiento constante de normas de salud, saneamiento y seguridad en un entorno de alta densidad con múltiples vendedores?

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Statement of Opposition / Declaración de Oposición

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Estoy directamente afectado por el propuesto parque de food trucks (múltiples unidades en una sola ubicación) y me opongo a su aprobación debido a la congestión vehicular, preocupaciones de seguridad, basura, estacionamiento, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos y preocupaciones sobre la supervisión constante de normas de salud y seguridad.

Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Angelica Perez		1802 Parkway	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Sulma E. Tejo		1548 Manor Drive	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Victor David		1520 Manor Drive	34741	4/10	☒	☒	☒	☒	☒	☒	☒
Sinchan Perez	Sinchan Perez	1528 Manor Drive	34741	4/10	☒	☒	☒	☒	☒	☒	☒
Manuel Bonilla		1528 Manor Drive	34741	4/10	☒	☒	☒	☒	☐	☒	☒
Shawna Ryan		1330 Manor Dr.	34741	4/10	☒	☒	☒	☒	☐	☒	☐
~~Joe White~~	~~Joe White~~				☐	☐	☐	☐	☐	☐	☐
Joe White	Joe White	1330 Manor Dr	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Betty Ryan		1330 Manor Dr	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Nick Mansfield		1330 Manor Dr	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Ramon Delgado		1416 Manor Dr	34741	4/10	☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Reid Robert		1845 Manor Dr	Kissimmee 34741	4/10	☑	☑	☐	☑	☐	☑	☐
Angie Trejo	Angie Trejo	1320 Greenbrooke	Kiss-34741	4/10	☑	☐	☐	☑	☑	☑	☐
Kaysa Davila	R3	1310 Greenbrooke	Kiss-34741	4/10	☐	☐	☐	☑	☑	☑	☐
Luisa Estrada		1826 Osceola PKD	Kiss 34741	4/10	☐	☐	☐	☑	☑	☐	☐
Mark Bennett		"	"	"	☒	☑	☒	☐	☐	☐	☐
Harold		1925 Osceola	Kissimmee 34741	4/10	☐	☐	☐	☐	☐	☐	☐
Jacob		1825 Osceola	33441	4/10	☐	☐	☐	☐	☐	☐	☐
Nidia	Sanchez	1814 Park Ct	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Henry Vargas	Henry Vargas	1810 Park Ct	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Belkis Vargas	Belkis Vargas	1810 Park Ct	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Daniel M		1802 Park Ct	34741	4/10	☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
D. Hubbard	William Hubbard	1709 Mesa Ct.	Kiss. 34741	4/10/26	☑	☑	☑	☑	☑	☑	☑
Amber Dibble	Amber Dibble	1709 Mesa ct.	Kissimmee 34741	4/10/26	☐	☑	☐	☑	☑	☐	☑
Brenda Harris	B.H.	1709 Mesa Ct	Kiss. 34741	4/10/26	☐	☐	☑	☑	☑	☐	☑
Mariana Arvelo	Mariana Arvelo	1720 Manor DR	Kiss 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
Anna Alves	[illegible]	1720 Manor DR	Kissimmee 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
Cruz Perez	[illegible]	1720 Manor DR	Kissimmee 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
Lisandra Sim	[illegible]	1728 Manor Dr	Kissimmee 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
James Hdez	[illegible]	1728 Manor Dr	Kissimmee 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
Marshall Fite	[illegible]	1829 Manor Dr	Kissimmee	4/10/26	☐	☐	☐	☐	☐	☐	☐
Debbie Fite	[illegible]	1829 Manor Dr.	Kissimmee	4/10/26	☐	☐	☐	☐	☐	☐	☐
Tiffani Scheibel	[illegible]	1837 MANOR	Kissimmee	4/10/26	☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Erinne Hernandez		11043 Barcelona dr	32741	4-11-26	☑	☑	☑	☑	☑	☑	☑
Vladimir Diaz		1040 Barcelona Dr	34741	4-11-26	☑	☑	☑	☑	☑	☑	☑
Doris Torres		1040 Barcelona Drive	34741	4-11-26	☑	☑	☑	☑	☑	☑	☑
Judith Mendoza		1016 Barcelona Dr.	34741	4/11/26.	☑	☑	☑	☑	☑	☑	☑
[illegible]		1016 Barcelona Dr.	34741	4/11/26	☑	☑	☑	☑	☑	☑	☑
[illegible]		1012 Barcelona Dr	34741	4/11/26	☑	☑	☑	☑	☑	☑	☑
[illegible]	KD	2019 Balboa Cir	34741	4/12/26	☑	☑	☑	☑	☑	☑	☑
[illegible]	[illegible]	2023 Balboa Cir	34741	4/12/26	☑	☐	☑	☑	☑	☑	☑
Silvia Espinoza		2104 Balboa Way	34741	4/12/26	☑	☑	☑	☑	☑	☑	☑
Miguel Bustinza		2104 Balboa Way	34741	4/12/26	☑	☑	☑	☑	☑	☑	☑
5 ELEMENTS		1024 Barcelona DR	34741	4/12/26	☑	☑	☑	☑	☑	☑	☑

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Eli Pasarek	[signature]	1600 John Young	34741	4/14/26	☑	☑	☑	☑	☑	☑	☑
Ramos	Jorge	1600 South John Young	34741	4/14/26	☑	☑	☑	☑	☑	☑	☑
OWENS	[signature]	1565 PARKGATE	34741	4/14/26	☑	☑	☑	☑	☑	☑	☑
Simmons	Sabrina	607 Alma St	34741	4-14-26	☑	☑	☑	☑	☑	☑	☐
Simmons	[signature]	607 Alma St	34741	4-14-26	☑	☑	☑	☑	☑	☑	☑
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Joel Cagan		1521 cola cir	34741	11 04/11	☒	☒	☒	☒	☒	☒	☑
Dianna Cabrera		1131 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☑	☑	☒
Justin Diaz		1131 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☑	☑	☒
Julia Perez		1123 Barcelona Dr	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Jose Serrano		1123 Barcelona Dr	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Jorge Perez		1111 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Maria Morales		1105 Barcelona Dr	34741	4-11	☑	☑	☑	☑	☑	☑	☑
Kelly Castillo		1103 Barcelona Dr	34741	04/11	☑	☑	☑	☐	☑	☐	☑
Carlos Ramirez		1055 Barcelona dr	34741	04/11	☑	☑	☑	☑	☑	☑	☑
Katerine meza		1055 Barcelona dr	34741	04/11	☑	☑	☑	☑	☑	☑	☑
Dariana meza		1055 Barcelona dr	34741	04/11	☑	☑	☑	☑	☑	☑	☑

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Joana Soto	Joana Soto	252 Hickory St	Kissimmee	04/13/26	☒	☒	☒	☒	☒	☒	☒
Luis Sdera	Luis Sdera	252 Hickory St	Kissimmee	04/13/26	☒	☒	☒	☒	☒	☒	☒
THOMAS J	THOMAS	1565 Angler Ave	Kissimmee	04/13	☐	☑	☑	☑	☑	☑	☑
Hiam Nuñez		1560 Angler AV	Kissimmee	04/13	☑	☑	☑	☑	☑	☑	☑
Antonio García		1560 Angler AV	Kissimmee	04/13	☑	☑	☑	☑	☑	☑	☑
Samuel Lopez		1215 Manor Dr	Kissimmee 34744	04/13	☑	☑	☑	☑	☑	☑	☑
Maria D Lopez		1215 Manor Dr.	Kissimmee 34744	04/13	☑	☑	☑	☑	☑	☑	☑
Jose Bagua		1613 Eola	Kis 34741	04/13	☑	☑	☑	☑	☑	☑	☑
Maricruz	Maricruz	1613 Eola	Kiss FL 34741	04/13	☐	☑	☑	☑	☑	☑	☑
Alethia Dutta	Alethia	1609 Eola Dr	Kissimmee	04/13	☑	☑	☑	☑	☑	☑	☑
Alethia Dutta	Alethia	1609 Eola	Kissimmee	04/13	☑	☑	☑	☑	☑	☑	☑

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Shirley Tydings	Shirley Tydings	1705 Hiawatha Dr.	Kissimmee, FL	4/13/26	☑	Restaurants	☑	☑	☑	☑	☑
Pedro Figueroa		1705 Hiawatha Dr.	Kissimmee FL	4/13/26	☑	Restaurants Church	☑	☑	☑	☑	☑
Gary Suffield		1311 Greenbrook Ave	Kissimmee FL	4/13/26	☑	☑	☑	☑	☑	☑	☑
Maryjane		1311 Greenbrook Ave	Kissimmee FL	4/13/26	☑	☑	☑	☑	☑	☑	☑
Bogard D		1311 Greenbrook Ave	Kissimmee FL	4-13-26	☑	☑	☑	☑	☑	☑	☑
Williams Kim		1821 osceola park cir	Kissimmee FL	4-13-26	☑	☑	☑	☑	☑	☑	☑
Gilpin		1713 Osceola Park Dr	Kiss, FL	4-14-26	☑	☑	☑	☑	☑	☑	☑
Powers C	Sharla Powers	1713 Osceola Park Dr	Kiss, FL	4-14-26	☑	☑	☑	☑	☑	☑	☑
Richi		1807 Osceola Park	Kiss, FL	4-14-26	☑	☑	☑	☑	☑	☑	☑
Irons		1806 Hiawatha	Kissimmee FL	4-14-26	☑	☑	☑	☑	☑	☑	☑
Molly Sylvia		1806 Hiawatha	Kissimmee FL	4-14-26	☑	☑	☑	☑	☑	☑	☑

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Jhovanna Perez		4305 Stirling RD	Davie, 33314	04-14-26	☑	☑	☐	☐	☐	☐	☐
LAURA CASTANOS		1307 AMBERWOOD LK, SSIMEE			☐	☐	☐	☐	☐	☐	☐
Lopez		1305 Heather Lake	Orlando, FL	04/14/26	☐	☐	☐	☐	☐	☐	☐
[illegible]		[illegible]		04/14/26	☐	☐	☐	☐	☐	☐	☐
RAMON		508 granite pl.	34759	04/14/26	☐	☐	☐	☐	☐	☐	☐
Angela Angelica		3007 Martha Cir	Kissimee, FL	34741 04/14/26	☐	☐	☐	☐	☐	☐	☐
Angelica Toro		330 Britoma Blvd	Kissimee FL 34747	4.14.26	☐	☐	☑	☑	☐	☐	☐
Angela Alanez		567 Vileroy ct	Kissimee 34758	04/14/26	☑	☑	☑	☑	☑	☑	☑
Epifanio		360 Bald Cypress Dr	Kissimee 34744	04/14/26	☑	☑	☐	☐	☐	☐	☐
Hector		6767 Andrea Terr Apt	Orlando 32807	04/14/26	☑	☑	☑	☑	☑	☑	☑
Adelaia Ramos		4946 Tuscarora Ave	st cloud, 34771	04/14/26	☑	☑	☑	☑	☑	☑	☑

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Jose Kruys		34 Pine Tree	Ocala FL	4/11/26	☐	☑	☑	☐	☑	☑	☑
Albalira Rodriguez		10615 Allchein Ave	Orlando Fl	4/11/26	☑	☐	☑	☑	☑	☑	☑
Karina Osorio		2491 Tampa Heights	Orlando FL	4/11/26	☐	☑	☑	☑	☑	☑	☑
Nomar Dilla		1608 Eucalyptus Way	Davenport	4/11/26	☐	☑	☑	☒	☑	☐	☑
Yashira Ramos	YashiraRamos	1933 Walnut Creek Dr	Kissimmee	04/11/26	☐	☑	☑	☑	☑	☑	☑
Carlos Otero	Carlos Otero	1933 Walnut Cek Dr	Kissimmee	04/11/26	☐	☑	☑	☑	☑	☑	☑
Jorge Valentin	Jorge Valentin	0615	Kissimmee	04/11/26	☐	☑	☑	☑	☑	☑	☐
Omar Grajeda		60034 Greyhaven	Water Haven	4/11/26	☑	☑	☑	☑	☑	☑	☑
Ramon Del Valle		1608 Eucalyptus	Davenport	4/11/26	☐	☑	☑	☑	☐	☑	☑
		1410 Brass Slough	Kiss FL	4/11/26	☐	☑	☐	☑	☑	☑	☐
Juan Morales		157 Guadalajara dr	Kissimmee	4/11/26	☐	☐	☐	☒	☐	☐	☐

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
MANUEL PEREZ		4305 Stirling Rd	DAVIE, 33314	04/14/26	☐	☐	☑	☑	☐	☐	☑
[illegible]		220 Fortuna pl.	Kissimmee	4/14/26	☐	☑	☐	☐	☐	☐	☐
Natalia	Natalia M.	407 403 7187	Kissimmee 34741	4/14/26	☐	☑	☑	☑	☑	☑	☐
ORiGEI	CUELLO	849-210-2189	34741	4/14/26	☑	☑	☑	☑	☑	☑	☐
[illegible]		1660 del Valle	32837	4/14/26	☑	☑	☑	☑	☑	☑	☑
[illegible]		2172 MALLA	34744	4/14/26	☑	☑	☑	☑	☑	☑	☐
Eluiz Oliveira		2120 Avian Loop	34741	4/14/26	☑	☐	☑	☑	☑	☑	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

CITY COMMISSION WORKSHOP

Commercial Vehicles in Residential Districts Discussion

April 14, 2026 | Article III, Secs. 42-67 through 42-71 | Ch. 14-2 Definitions

1. THE ISSUE

Our code restricts commercial vehicles in residential areas using weight thresholds set in the 1990s. During the public hearing process for a proposed amendment to correct a known drafting error, further staff analysis revealed that the weight thresholds themselves need to be revisited. This workshop presents the full picture so the Commission can provide direction on a comprehensive update.

- **Drafting Error:** Sec. 42-68 says "gross vehicular weight" but omits the word "rating." A recent code case was dismissed because the language did not match the industry-standard term, Gross Vehicle Weight Rating (GVWR).
- **Outdated Threshold:** Since the 1990s, vehicles have gotten significantly larger and heavier. Many common work vehicles, even a basic utility van or half-ton pickup, now approach or exceed the 8,000 lb limit.

2. WHAT OUR CODE SAYS

The LDC (Ch. 14-2) contains **two separate definitions** that work together:

Term	LDC Definition (Ch. 14-2)
Commercial Vehicle	*Any vehicle designed or operated primarily for the transportation of persons or property in the furtherance of any commercial, industrial or business enterprise and includes any truck, van, panel-type vehicle, taxi, bus, wrecker, utility type vehicle, dump truck, or any other vehicle operated for compensation.*
Heavy Commercial Vehicle	*A motor vehicle with: (A) GVWR of 26,001 lbs or more; (B) more than 35 ft long; or (C) more than two axles. Also includes truck tractors and semitrailers over 25 ft. [Aligned with F.S. § 320.01(25)]*

The definitions are sound and use-based. The issue is the outdated weight thresholds in Secs. 42-68 (8,000 lbs ungaraged) and 42-69 (10,000 lbs garaged) that determine which commercial vehicles may park in residential areas.

3. MODERN VEHICLE WEIGHTS VS. CURRENT CODE THRESHOLDS

GVWR is the manufacturer's maximum safe operating weight (vehicle + passengers + cargo + fluids):

Vehicle	Type	GVWR Range	Exceeds 8K?
Ford F-150 (various)	Half-ton pickup	6,050–7,850 lbs	Some configs
Ford F-250 / Ram 2500	¾-ton pickup	9,500–10,000 lbs	✓ YES
Ford Transit Van (base)	Utility/work van	8,670–11,000 lbs	✓ YES
Ram ProMaster / Sprinter	Cargo van	8,550–11,500 lbs	✓ YES
Ford F-350 / Ram 3500	One-ton pickup	11,500–14,000 lbs	✓ YES

4. HOW NEIGHBORING JURISDICTIONS HANDLE THIS

Jurisdiction	Weight / Size Limit	Key Features
Osceola County	15,000 lbs GVW	Applies to all large vehicles (not just commercial). Allowed if garaged or fully shielded from public view.
St. Cloud	1½-ton capacity	No parking in residential zones except during active business hours (7am–8pm), in an enclosed garage, or behind an opaque fence with no part visible.
Orlando	10,000 lbs GVW or >80" wide	Also captures any vehicle designed/equipped for trade or displaying a sign. Must be garaged or behind opaque fence if stored.
Tampa	10,000 lbs GVW + dimensions	Max 9 ft wide, 22 ft long, 10 ft tall. Allowed adjacent to owner's residence if within those limits. Permitted in any enclosed structure.
Kissimmee (current)	8,000 lbs (ungaraged) / 10,000 lbs (garaged)	One commercial vehicle per residence. No dimension or appearance-based criteria. Lowest weight threshold among peer cities.

Kissimmee currently has the lowest weight threshold of any peer jurisdiction reviewed. Orlando and Tampa both use 10,000 lbs, while Osceola County allows up to 15,000 lbs. Tampa also adds dimension-based standards.

⚠ Recent State Legislation: HB 1203 (Effective July 1, 2024)

Florida now prohibits **HOAs** from banning work vehicles in owner driveways unless the vehicle meets the state's heavy commercial motor vehicle definition (§ 320.01(25): 26,001+ lbs / 3+ axles). This applies to HOAs, not municipalities, but signals the Legislature's direction on work-vehicle rights.

5. OPTIONS FOR THE COMMISSION

OPTION A: Fix the Drafting Error Only (Minimal Change)

- Correct "gross vehicular weight" to "gross vehicle weight rating (GVWR)" in Secs. 42-68 and 42-69.
- Keep existing thresholds: 8,000 lbs ungaraged / 10,000 lbs garaged.
  - **Pro:** Quick fix; restores enforceability after the dismissed case.
  - **Con:** Does not address outdated thresholds. Kissimmee remains the most restrictive among peer cities reviewed.

OPTION B: Fix the Error + Raise the Weight Thresholds

- Correct the GVWR terminology.
- **Raise ungaraged limit to 10,000 lbs GVWR** (covers most half-ton and ¾-ton pickups, standard vans). Aligns with Orlando and Tampa.
- **Raise garaged limit to 14,000 lbs GVWR** (covers one-ton pickups and larger cargo vans when stored in a garage).
  - **Pro:** Balances livelihoods with neighborhood character. Reflects modern vehicle sizes. Aligns with peer cities and FHWA Class 1–2 (light-duty) standards. Keeps existing LDC definitions intact.
  - **Con:** Some residents may feel any increase allows more commercial activity in neighborhoods.

OPTION C: Hybrid Approach: Raise Thresholds + Add Appearance Standards

- Correct the GVWR terminology and raise thresholds (as in Option B).
- **Add appearance-based criteria** similar to Tampa's approach:
  - Limit to one commercial vehicle per residence (ungaraged).
  - Set maximum vehicle dimensions (e.g., 9 ft wide, 22 ft long, 10 ft tall).
  - Restrict visible external equipment (mounted ladders, tanks, tools beyond a set size).
  - Require opaque screening if vehicle exceeds dimension limits but is stored on-site.
  - **Pro:** Directly targets visual impact rather than using weight alone as a proxy. Mirrors Tampa's tested approach. Addresses the concern that neighborhoods look rundown.
  - **Con:** More complex to draft and enforce; may require more subjective judgment by code enforcement officers.

6. KEY CONSIDERATIONS

- **Livelihoods:** Many residents depend on work vehicles parked at home, including contractors, plumbers, electricians, landscapers, and mobile service providers. Overly restrictive rules burden working families.
- **Neighborhood Character:** Large commercial vehicles, heavy equipment, and unkempt work vehicles can affect property values and quality of life. Regulations should target genuinely disruptive vehicles, not everyday pickups.
- **Enforceability:** The dismissed case shows the importance of precise language. Any amendment must use the correct industry term (GVWR) and be clear enough for consistent enforcement.
- **Legislative Trend:** HB 1203 (2024) signals growing state protection for workers' right to park work vehicles at home. Updating our code proactively aligns with this direction.

STAFF RECOMMENDATION

At a minimum, correct the drafting error (Option A) to restore enforceability.

Staff recommends the Commission also consider **Option B or C** to modernize the weight thresholds, reflecting the realities of today's vehicles and aligning with peer jurisdictions, while maintaining protections for residential neighborhood character.

The existing LDC definitions for "commercial vehicle" and "heavy commercial vehicle" are sound and do not require amendment.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

"EXHIBIT D"

DATE: 4/14/2026

AGENDA ITEM #: 2B

NON-AGENDA ITEM: _____

NAME: Jeremy Fetzer

ADDRESS: 120 Broadway Ste304 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

"EXHIBIT E"

DATE: 4-14-2026

AGENDA ITEM #: 2B

NON-AGENDA ITEM: _____

NAME: Fernando Toms

ADDRESS: 2046 Valencia Cir 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
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COOGLE

RECORD COPY

f350 2001 box truck weigh

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AI Overview

A 2001 Ford F-350 box truck will have a curb weight around **5,500 to 6,000 lbs**, but the exact weight varies depending on the configuration. For a more precise weight, you can estimate by subtracting the payload from the gross vehicle weight rating (GVWR), or by taking the vehicle to a public scale.

Estimated curb weight by configuration

- **Regular Cab:** Approximately 5,588 lbs
- **Crew Cab:** Approximately 5,760 lbs to 6,140 lbs
- **Super Cab:** Approximately 5,461 lbs

Estimating total weight

- **Estimate using GVWR and payload:**
  1. Find the Gross Vehicle Weight Rating (GVWR) of the specific truck, which is the maximum weight the truck can carry when fully loaded.
  2. Find the payload capacity for that truck.
  3. Subtract the payload from the GVWR to get a close estimate of the curb weight. For example, a truck with a 9,900 lb GVWR and a 3,670 lb payload would weigh approximately 6,230 lbs, which can then be used to estimate the gross weight.
- **Weigh it directly:** For the most accurate weight, use a public scale to weigh the vehicle (both empty and with its load).

Does anyone know by chance the gross weight of a Single ...

Apr 3, 2023 — Comments Section. nineninezero. • 3y ago. What you're looking for is the curb weight. Best way would obviously be throw...

Reddit

2001 Ford F350 Specs, Features & Options - Kelley Blue Book



14,400 lbs, 14,400 lbs. Payload. 3,465 pounds, 3,205 pounds, 3,410 pounds, 3,838 pounds, 3,974 pounds. Body Styles. Pickup, Pickup...

Kelley Blue Book

Used 2001 Ford F-350 Super Duty Crew Cab Specs & Features



Table_title: Overview Table_content: header: | Drive Type | four wheel drive | row: | Drive Type: Payload Capacity | four wheel dr...

Edmunds

Dive deeper in AI Mode

AI responses may include mistakes. Learn more

Kelley Blue Book
https://www.kbb.com › ford › 2001 › specs

2001 Ford F350 Super Duty Crew Cab Specs, Features & ...

2001 Ford F350 Super Duty Crew Cab Specs, Features & Options ; 257.6 inches · **3838 pounds** ; 241.4 inches · 3974 pounds.

People also ask

How much does a 2001 F350 Super Duty weigh?

How much does a Ford F-350 box truck weigh?

How much does a 2000 F350 7.3 weigh?

How much does a 7.3 Power Stroke weight?

Feedback

Ford-Trucks.com
https://www.ford-trucks.com › forums › 188994-how-m...

How much does a F350 weigh?

Jan 6, 2004 — The specs (actually for a 2001, but should be close) seem to indicate that my 7.3L crew cab short box F350 should weigh **around 6000 pounds**.

F-350-gvwr???? - Ford **Truck** Enthusiasts Forums 10 posts Jul 28, 2003
Actual **weight** of unloaded CC **F350** 4X4 33 posts Sep 1, 2010
More results from www.ford-trucks.com

Edmunds
https://www.edmunds.com › ford › 2001 › features-specs

Used 2001 Ford F-350 Super Duty Specs & Features

98.6 in. Turning circle, 61.6 ft. **Curb weight, 6,140 lbs**. Maximum towing capacity, 10,000 lbs. Maximum payload, 4,310 lbs. Gross weight ...

powerstroke.org
https://www.powerstroke.org › threads › how-much-do...

How much does your truck weigh? - PowerStroke.org

Sep 29, 2017 — My 2002 F350 CC LB DRW 4X4 as pictured weighs **9,340 lbs** with the kid, wife and me in it, full tank and all my tools/gear.

Reddit · r/Diesel
10+ comments · 2 years ago

Does anyone know by chance the gross weight of a Single ...

From my quick search on iseecars, it's **around 5500-6000lbs**.

Has anyone here had their **truck weighed**? There ... - Reddit 14 posts Apr 20, 2023
2001 F350 7.3L Crew Cab SRW 4WD + Lance 990 ... 7 posts Jan 25, 2023
More results from www.reddit.com

Ford-Trucks.com
https://www.ford-trucks.com › Specifications › 2001

2001 Ford Super Duty Specifications

6084 lbs. Super Duty F-350 SuperCab Styleside Pickup (141.8 " wb.) POWERTRAIN: Refer To The Ordering Guide For ...

F250/F350 F350/F550

Kelley Blue Book
https://www.kbb.com › ... › Ford F350 › 2001 Ford F350

2001 Ford F350 Specs, Features & Options

2001 Ford F350 Specs, Features & Options ; **3465 pounds** ; 3205 pounds ; 3410 pounds ; 3838 pounds ; 3974 pounds.

Facebook · Ford 7.3 Powerstroke Diesel 99-03
7 comments · 8 months ago

GVWR and Unladen Weight on F350 Excab RWD

Well, if the GVW is 9700 and you have 8240 **weight** on the **truck** empty . The most you could carry is 1460 pounds legally. If you want more, ...

Top answer: Well, if the GVW is 9700 and you have 8240 weight on the truck empty . The most you coul...

What is the **weight** of a **F350** SRW pickup **truck**? Nov 20, 2023

Truck weight rating concerns with **F350**? Apr 25, 2025

More results from www.facebook.com

Oilburners.net
https://www.oilburners.net › threads › weight-of-2001-f...

Weight of 2001 F-350 X-Cab Dually..... | Diesel Truck Forum

May 4, 2005 — I dont have the figures but that thing will weigh in somewhere **between 7800 and 8500 lbs**. May ...

Edmunds
https://www.edmunds.com › ... › Specs & Features

Used 2001 Ford F-350 Super Duty Regular Cab XL

Used 2001 Ford F-350 Super Duty Regular Cab XL - Specs & Features ; Towing Capacity, 10,000 lbs. ; **Curb Weight, 5,588 lbs.** ; Basic Warranty, 3 yr./ 36,000 mi.

People also search for

Ford f350 2001 box truck weigh	2001 F350 **weight**
F350 2001 box truck weigh **in pounds**	2001 F350 **7.3 payload capacity**
F350 2001 box truck weigh **in kg**	**Ford** f350 **weight kg**
2001 **Ford F-350 engine 7.3L V8 Diesel**	2001 F350 **Crew Cab long bed weight**

Results are not personalized

34769, St Cloud, FL - From your IP address - Update location

Help Send feedback Privacy Terms

MEETING MINUTES
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, AUGUST 20, 2025 AT 6:00 PM

1. **MEETING CALLED TO ORDER Members Present:** Board Member Robert Bussiere, Board Member Diana Marrero-Pinto, Board Member Alex Alemi, Board Member Rebeca Marin, Board Member Lynda Roth
Staff Present: Brenda Ryan, Planning Manager, Kalanit Oded, Deputy City Attorney, Samia Singleton, CRA Manager, Cristian Arias, Senior Planner, Ryan Altizer, Senior Planner, Kayla Smith, Planning Technician.
Members Absent: Board Member Aaron Sabino, Board Member Yolanda Bernard

   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 June 4, 2025 Planning Advisory Board Meeting Minutes

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

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

Motion to Approve Passed 5 - 0.

4. **OLD BUSINESS**

5. **NEW BUSINESS**

5.A Amendment to resolution 10-2020, to update the Downtown Kissimmee Community Redevelopment Agency (DKCRA) Master Redevelopment Plan.

Laura Martinez, Project Manager with Inspire Placemaking, introduced herself and her team and presented the Downtown Kissimmee Community Redevelopment Area (CRA) Plan update aimed at fostering a safe, vibrant, and welcoming environment for residents, businesses, and visitors.

Project Manager Martinez shared that the update focuses on identifying areas in need of revitalization and addressing lingering perceptions of safety, noting that more than 120 acres within the CRA remain vacant, offering opportunities for infill and positive growth.

Project Manager Martinez proposed update merges the “Connectivity” and “Public Realm” action points into a single “Unified Mobility Enhancements and Wayfinding” focus area and adds “Enhance Public Safety” as a new priority, emphasizing community policing, infrastructure improvements, and flexible design to support mixed-use

development, walkability, and alignment with the City's Comprehensive Plan and CRA mission, with final revisions to be completed before presentation to the City Commission on September 3.

Board Member Alemi expressed support for the master plan update, noting its alignment with the Comprehensive Plan and focus on creating human-scaled, walkable neighborhoods, and suggested revising the language on page 44 regarding corridor studies to reflect recent City Commission discussions reconsidering the Broadway lane reduction.

Project Manager Martinez noted that the team will take Board Member Alemi's comments into consideration prior to presenting the plan before the City Commission.

Board Member Alex Alemi made a motion to Approve. Board Member Lynda Roth seconded the motion.

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

Motion to Approve Passed 5 - 0.

5.B Public Hearing - Conditional Use with Site Plan to establish outdoor sales at Lechonera el Jibarito – 1985 S John Young Pkwy - CU-25-0004

Senior Planner Ryan Altizer stated this is an approval of a conditional use with site plan to establish outdoor sales from vehicles as part of a special event at Lechonera el Jibarito on approximately 1.11 acres of land with a Highway Commercial (HC) Zoning designation. The subject property is 1985 S John Young Pkwy.

Senior Planner Altizer stated the proposed conditional use creates a special event with up to six food trucks and tents operating after Lechonera El Jibarito closes at 6 p.m., with staff recommending hours of Wednesday to Sunday from 7 to 10 p.m. due to noise ordinance restrictions and nearby residential areas and with the recommended standards and conditions the event is considered compatible with the surrounding area conveniently located on a major thoroughfare and supported by City staff

Staff recommends approval subject to the following conditions:

1. The hours of operation for this special event for outdoor sales from food trucks is: Wednesday to Sunday from 7 pm to 10 pm. No outdoor sales from food trucks shall occur outside of these hours of operation.
2. This special event approval for outdoor sales from food trucks is valid for 90 days only. This Special Event must come back to the Development Review Committee (DRC) to consider a renewal, and/or different hours/days. Land Development Code Section 14-6-28.
3. No food trucks, food trailers, or other materials associated with the Special Event may be stored or parked on-site outside of the approved special event hours of operation. A parking agreement may be necessary with surrounding parcels if the parking for the special event is insufficient and poses safety hazard not deemed suitable.

4. No more than the 6 food trucks per night is permitted at this special event.
5. No more than the 6 tents with table and chairs per night is permitted at this special event.
6. The use of any public address or sound projection system shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m., and shall not project sound onto adjacent streets or residential areas, and shall comply with the noise control provisions of Chapter 22, Article II of the Code of Ordinances. No amplified sound equipment is allowed after 10 pm.
7. A copy of all applicable permits and the approved Special Event permit shall be posted on site in a prominent location during the event and shall be made available for presentation upon request. Failure to obtain proper permits and failure to comply with all applicable code requirements and the conditions of the special event shall invalidate the approval and may result in a daily fine and the forfeiture of future event dates.
8. Please be advised that the City reserves the right to limit, alter, or deny special events at any time. The City may deny a special event permit application if it is determined that the activity will adversely impact neighboring businesses or residents, impose a safety hazard, create a noise disturbance that is not appropriate for the location, place the City in a position of liability, or overextends the City's ability to provide services. The City may limit the duration of the event, including the hours of the event and the number of days it may be conducted, to minimize adverse impact caused by the activity that the City cannot manage. Also, be advised that the conditional use shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the types of activities, intensity of development, placement of facilities, or other factors. Particular attention shall be given to safety, aesthetics, noise, lightning, odors, vibration, and related impacts per LDC Section 14-3-29(F)(3).
9. Alcohol sales is strictly prohibited from being sold or consumed during the special event hours of operation.
10. Event organizers shall be responsible for any outside food vendors. For special events with food vendors, the event organizer shall: a.) Provide a list of all food vendors and verification of their Florida Department Agriculture and Consumer Services (FDACS) food permit to the City. This list must include all vendors anticipated to participate in the event, as well as a list of alternates that may be substituted in the event an individual vendor is unable to participate. Failure to comply with this requirement will result in vendors being barred from participation in the scheduled event; b.) Require each vendor to provide their own garbage bags and to keep the area around the vendor's booth clean;
11. Trash cans shall be placed throughout the event area. Immediately after the event, the applicant shall clean the site, adjacent site(s) and rights-of-way of any debris from the event.
12. Every food truck must have a current Business License with the City.

Lisandra Roman, owner of Lechonera El Jibarito at 1985 S. John Young Parkway, stated she agrees with all city conditions and supports the project but respectfully requested reconsideration of the event hours to extend from 10pm to midnight due to setup and breakdown time, and emphasizing her commitment to safety and compliance with the noise ordinance while expressing hope the event will create jobs and provide the community with diverse food options

Discussion ensued among the Board Members regarding the applicant's request to extend the event hours.

Board Member Alex Alemi made a motion to approve the request with an amendment to extend the hours of operation from 7pm-10 p.m. to 7pm-12 a.m. Board Member Diana Marrero-Pinto seconded the motion.

1. **The hours of operation for this special event for outdoor sales from food trucks is: Wednesday to Sunday from 7 pm to 12 am. No outdoor sales from food trucks shall occur outside of these hours of operation.**
2. **This special event approval for outdoor sales from food trucks is valid for 90 days only. This Special Event must come back to the Development Review Committee (DRC) to consider a renewal, and/or different hours/days. Land Development Code Section 14-6-28.**
3. **No food trucks, food trailers, or other materials associated with the Special Event may be stored or parked on-site outside of the approved special event hours of operation. A parking agreement may be necessary with surrounding parcels if the parking for the special event is insufficient and poses safety hazard not deemed suitable.**
4. **No more than the 6 food trucks per night is permitted at this special event.**
5. **No more than the 6 tents with table and chairs per night is permitted at this special event.**
6. **The use of any public address or sound projection system shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m., and shall not project sound onto adjacent streets or residential areas, and shall comply with the noise control provisions of Chapter 22, Article II of the Code of Ordinances. No amplified sound equipment is allowed after 10 pm.**
7. **A copy of all applicable permits and the approved Special Event permit shall be posted on site in a prominent location during the event and shall be made available for presentation upon request. Failure to obtain proper permits and failure to comply with all applicable code requirements and the conditions of the special event shall invalidate the approval and may result in a daily fine and the forfeiture of future event dates.**
8. **Please be advised that the City reserves the right to limit, alter, or deny special events at any time. The City may deny a special event permit application if it is determined that the activity will adversely impact neighboring businesses or residents, impose a safety hazard, create a noise disturbance that is not appropriate for the location, place the City in a position of liability, or overextends the City's ability to provide services. The City may limit the duration of the event, including the hours of the event and the number of days it may be conducted, to minimize adverse impact caused by the activity that the City cannot manage. Also, be advised that the conditional use shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the types of activities, intensity of development, placement of facilities, or other factors. Particular attention shall be given to safety, aesthetics, noise, lightning, odors, vibration, and related impacts per LDC Section 14-3-29(F)(3).**
9. **Alcohol sales is strictly prohibited from being sold or consumed during the special event hours of operation.**

10. **Event organizers shall be responsible for any outside food vendors. For special events with food vendors, the event organizer shall: a.) Provide a list of all food vendors and verification of their Florida Department Agriculture and Consumer Services (FDACS) food permit to the City. This list must include all vendors anticipated to participate in the event, as well as a list of alternates that may be substituted in the event an individual vendor is unable to participate. Failure to comply with this requirement will result in vendors being barred from participation in the scheduled event; b.) Require each vendor to provide their own garbage bags and to keep the area around the vendor's booth clean;**
11. **Trash cans shall be placed throughout the event area. Immediately after the event, the applicant shall clean the site, adjacent site(s) and rights-of-way of any debris from the event.**
12. **Every food truck must have a current Business License with the City.**

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

NAY: None

Motion to Approve w/ Amended Condition #1 Passed 5 - 0.

5.C Public Hearing - Osceola Village Center PUD Amendment: PUD-23-0001

Senior Planner Cristian Arias stated that this item is a request for approval of a Planned Unit Development (PUD) Amendment to add self-storage facilities as a permitted use and to include regulatory language in the sign standards for the Osceola Village Center Mixed-Use Planned Unit Development (MUPUD) project. Subject property is located at 33-25-29-00U0-0012-0000.

Senior Planner Arias stated the Osceola Village Center MUPUD approved in 2019 as a 161.8-acre mixed-use development includes residential and commercial uses and the applicant is requesting to add self-storage as a permitted use and to modify the sign standards to allow 4-foot by 15-foot monument entry signs for the multi-family development therefore the PUD amendment is needed to include these updates

Staff recommends approval for the following reasons:

1. Compliance with the intent of the MUPUD zoning district as outlined in Sections 14-3-28 and 14-4-8(D) of the Land Development Code (LDC).
2. 2. Compliance with the allowable uses as outlined in LDC Section 14-4-8(D)(3)(b) as the proposed self-storage facility use is an allowed use in the non-residential Zoning Districts, (Highway Commercial).
3. 3. Compliance with Policy 1.2.3.2, Commercial General (CG) Future Land Use Designation, outlined in the Future Land Use Element of the Comprehensive Plan intended to accommodate office uses, general retail sales and services in highly accessible areas adjacent to major thoroughfares and transit facilities that possess the necessary location, site, and market requirements.

Planning staff and Board Members discussed the future land use designation and current regulations regarding the allowed uses within the development

Richard Wohlfarth, Planner and Engineer for Osceola Village Center, 1275 Prince Court, Lake Mary, stated the project is a true mixed-use development with residential, hospital, and retail uses and that the proposed three-story self-storage facility will complement the community, serve residents and nearby businesses, and enhance the site's overall design and functionality.

Board Member Alex Alemi made a motion to remove the Self-Storage conditional use from the Osceola Village PUD Amendment—specifically to strike Item 20 from Part A—while retaining the signage amendments. Board Member Lynda Roth seconded the motion.

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

Motion to Approve Failed 2 - 3.

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

1. **Compliance with the intent of the MUPUD zoning district as outlined in Sections 14-3-28 and 14-4-8(D) of the Land Development Code (LDC).**
2. **Compliance with the allowable uses as outlined in LDC Section 14-4-8(D)(3)(b) as the proposed self-storage facility use is an allowed use in the non-residential Zoning Districts, (Highway Commercial).**
3. **Compliance with Policy 1.2.3.2, Commercial General (CG) Future Land Use Designation, outlined in the Future Land Use Element of the Comprehensive Plan intended to accommodate office uses, general retail sales and services in highly accessible areas adjacent to major thoroughfares and transit facilities that possess the necessary location, site, and market requirements.**

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

Motion to Approve Passed 5 - 0.

5.D Public Hearing - Resolution to vacate unnamed right-of-way located adjacent to 15 Church St. - ABDN-25-0002

Planning Manager Brenda Ryan stated this is a Recommendation of approval to adopt a resolution to vacate 0.1 acres, more or less, of right-of-way that has a (T4-R), and (T4-0) Zoning designations. The subject property is located at 15 Church Street.

Planning Manager Ryan stated that the 17-foot-wide alleyway established by the 1889 O'Neal and Osborn Addition Plat overlaps the existing First Presbyterian Church built in 1886 and that the proposed vacation will remove the underlying right-of-way to align property boundaries noting similar vacations were approved

in 1970 and 1996 with no objections from utility providers.

Staff recommends approval subject to the following conditions:

1. Removal of the rights-of-way or easements does not have an impact or effect on the roadway network and will result in no net loss of connectivity within the City's Multimodal Transportation District (MMTD).
2. Consistent with applicant justification; future development; emergency responses; city services; and other Land Development Code documents.
3. Compliance with Land Development Code Sections 14-3-47 Vacation and Abandonment of Rights-of-Way and Easements, procedures, requirements, and criteria for right of way and easement vacation requests.

Planning staff and Board Members discussed the possibility of a pedestrian easement and downtown master plan enhancements with Planning Manager Ryan stating there is no public interest in establishing a pedestrian easement on private property.

Bob Whidden, RJ Whidden Associates, 8 Broadway Ave, Kissimmee, FL, stated he discovered an alleyway shown through the church building due to a record error and explained the need to vacate it to prevent future ownership or insurance issues while offering an alternative easement if needed and commending city staff for their assistance.

Board Member Diana Marrero-Pinto made a motion to Approve. Board Member Lynda Roth seconded the motion.

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

Motion to Approve Passed 4 - 1.

6. PUBLIC HEARINGS

7. DISCUSSION

Board Member Alex Alemi discussed adopting Rosenberg's Rules of Order in place of Robert's Rules of Order for the Planning Advisory Board.

Discussion ensued among the Board Members regarding the pros and cons of adopting Rosenberg's Rules of Order.

Board Member Alex Alemi gave public notice that at the subsequent meeting he would make a motion to adopt Rosenberg's Rules of Order.

Planning Manager Brenda Ryan expressed concern that Rosenberg's Rules of Order will not maintain consistency with other City boards, promote more public participation or provide more efficient and effective meetings.

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 08:01PM

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.

ITEM 8.C
Commission Action on Sworn Complaint Against Commissioner Janette Martinez

Request

Commission Action on the sworn complaint.

Explanation

Pursuant to Chapter 30, Article II (Code of Ethics) of the City Code of Ordinances, the City Clerk received a sworn complaint against Commissioner Janette Martinez on April 23, 2026. In accordance with Section 30-25(2), the City is required to request the appointment of a special prosecutor to investigate described the complaint.

Staff is seeking action from the Commission to transmit the complaint to the Chief Circuit Judge of the Ninth Judicial Circuit to appoint a Special Prosecutor to determine probable cause and, if same is found, to prosecute the case at trial before the City Commission. Should the Commission approve the proposed Resolution to temporarily suspend enforcement of Section 30-25, Staff recommends that this complaint be withheld until such time as the Code is amended.

Recommendation

Action on the sworn complaint and transmission to the Chief Judge of the Ninth Judicial Circuit.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Formal Request for Censure and Impeachment (04-23-2026)
2. Addendum to Ethics Complaint and Impeachment Request (05-05-2026)

FORMAL REQUEST
FOR CENSURE AND IMPEACHMENT

Pursuant to Article II, Chapter 30 – Code of Ordinances
City of Kissimmee, Florida

TO:

The Honorable Mayor and Members of the
Kissimmee City Commission
101 Church Street
Kissimmee, Florida 34741

FROM:

Jeremy Fetzer
120 Broadway, Suite 304
Kissimmee, Florida 34741

DATE:

April 23, 2026

I. AUTHORITY AND BASIS FOR REQUEST

Pursuant to Article II, Chapter 30 of the City of Kissimmee Code of Ordinances, I hereby formally request the initiation of censure and impeachment proceedings against Commissioner Janette Martinez for violations of the City's Code of Ethics and applicable Florida Statutes.

This request is supported by violations of:

City of Kissimmee Code of Ordinances – Chapter 30:

- Section 30-22(e): Special Treatment for Self and Associates
- Section 30-23(a): Conflict of Interest
- Section 30-34(b)(5)(b): Failure to Disclose Financial Interest

Florida Statutes:

- Section 112.313(6), F.S. – Misuse of Public Position
- Section 112.313(7), F.S. – Conflicting Employment or Contractual Relationship
- Section 112.3143, F.S. – Voting Conflicts
- Section 117.05, F.S. – Notary Public Duties
- Section 838.022, F.S. – Official Misconduct

II. SUMMARY OF ALLEGATIONS

The facts demonstrate a pattern of conduct constituting misuse of public office, undisclosed conflicts of interest, and preferential treatment toward an associate with whom Commissioner Martinez maintains an ostensible business relationship.

This conduct rises to the level of malfeasance, misfeasance, and neglect of duty, warranting formal action by the City Commission.

III. STATEMENT OF FACTS

A. Undisclosed Business Relationship

Commissioner Martinez has operated Coqui's Kitchen (Forty Martinez LLC) from 10 W. Dakin Avenue, Kissimmee, a location associated with KMG Party Designer LLC.

Evidence indicates:

- Shared use of the same commercial location
- Lack of an independent Business Tax Receipt and State Permit for dine in restaurant in her name for that location
- Use of a mobile food vendor license for a fixed-site operation
- Ongoing coordination with the business occupying the premises

These facts establish an ostensible business partnership or financial relationship, which was not disclosed as required under applicable ethics laws.

B. Preferential Treatment and Misuse of Position

On September 11, 2025 at 12:55 PM, Commissioner Martinez used her official City email account to communicate directly with an individual associated with KMG Party Designer LLC regarding the Business Boost 2.0 grant program.

At the time:

- She had a pre-existing relationship with the recipient
- She had previously voted to approve funding for the program

This conduct constitutes:

- Preferential access to a City-administered program
- Use of public office to benefit an associate

C. Improper Notarization and Participation in Grant Process

On January 7, 2026, Commissioner Martinez notarized a Business Boost 2.0 grant application submitted by an individual associated with the same business.

In doing so:

- She acknowledged familiarity with the applicant
- She participated in a process tied to a taxpayer-funded financial award
- The applicant subsequently received grant funding

This conduct demonstrates:

- Direct involvement in a financial transaction involving an associate
- Failure to maintain neutrality required of a notary
- Failure to disclose a potential financial or beneficial interest

IV. VIOLATIONS

The actions described above constitute violations of:

- City of Kissimmee Code of Ethics (Chapter 30)
- Florida Code of Ethics for Public Officers (Chapter 112, F.S.)
- Florida Notary Law (Chapter 117, F.S.)
- Florida Criminal Statutes relating to official misconduct (Chapter 838, F.S.)

V. IMPACT TO THE PUBLIC TRUST

This conduct has:

- Undermined public confidence in City governance
- Compromised the integrity of taxpayer-funded programs
- Created the appearance of self-dealing and favoritism
- Placed compliant businesses at a competitive disadvantage

VI. REQUEST FOR RELIEF

Accordingly, I respectfully request that the Kissimmee City Commission:

1. Initiate formal impeachment proceedings pursuant to Article II, Chapter 30
2. Issue a formal censure of Commissioner Janette Martinez
3. Conduct a full evidentiary hearing on the allegations
4. Make formal findings regarding violations of applicable City Code and Florida Statutes
5. Refer this matter to the Florida Commission on Ethics

VII. REQUEST FOR ADDITIONAL INVESTIGATION

Given the seriousness of the allegations, I further request:

6. Referral to the 9th Judicial Circuit for consideration of a Special Prosecutor.

VIII. CONCLUSION

The conduct described herein represents a serious breach of ethical obligations and the public trust. When an elected official engages in actions that benefit personal or associated interests, accountability through formal proceedings is required to preserve the integrity of the City of Kissimmee.

IX. VERIFICATION

I, Jeremy Fetzer, affirm that the statements contained herein are true and correct to the best of my knowledge and belief.

Jeremy Fetzer

Date: 4/23/2026

VIII. NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of April, 2026, by Jeremy Lee Fetzer, who is ☐ personally known to me or ☒ has produced FL Driver License # F224-191-25-800-0 as identification.

Notary Public, State of Florida

Print Name: Edison Denizard Velez

Commission Number: # HH760041

My Commission Expires: March 10, 2030

EDISON DENIZARD-VELEZ
MY COMMISSION # HH 760041
EXPIRES: March 10, 2030

MEETING AGENDA (REVISED)
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, DECEMBER 17, 2024 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

   3.A Kissimmee Police Department Canine Baxter Agreement and Retirement Ceremony
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**

   4.A Public Hearing - First Reading - Proposed Ordinance #24-17 - Amending Chapter 38 to create Section 38-1: Public Camping or Public Sleeping and repealing Chapter 10, Article X: Panhandling.

   AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, FLORIDA, CREATING AND ENACTING CHAPTER 38, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE 1, "IN GENERAL," SECTION 38-1 "PUBLIC CAMPING OR SLEEPING" OF THE KISSIMMEE CITY CODE, AMENDING CHAPTER 1, "GENERAL PROVISIONS," SECTION 1-22, "GENERAL PENALTY," TO PROVIDE FOR PENALTY; AMENDING CHAPTER 42, "TRAFFIC AND VEHICLES," ARTICLE II, "PARKING, STANDING, STOPPING," DIVISION 1, "GENERALLY," SECTION 42-22(A), "HEARING TO CONTEST CITATION BEFORE CITY HEARING OFFICER" TO PROVIDE FOR CIVIL HEARINGS; REPEALING CHAPTER 10, "BUSINESSES AND BUSINESS REGULATIONS" ARTICLE X "PANHANDLING;" PROVIDING FOR FINDINGS, PURPOSE, INTENT AND DEFINITIONS; MAKING THE ACT OF PUBLIC CAMPING AN OFFENSE PUNISHABLE BY LAW, PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
5. **PUBLIC HEARINGS**

   5.A Public Hearing – Resolution Complying with General Law Advance Notice to Tax Collector

   5.B Public Hearing - Program Year 2023-2024 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER)
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 December 3, 2024 meeting

7.B Osceola Mental Health Parcel Plat - Final Plat

7.C Memorandum of Understanding between the City of Kissimmee and the Kissimmee Professional Firefighters, Local 4208 representing the Rank and File Unit and Supervisory Unit Contract

7.D 2025 Event and Festival Series Calendar

7.E Award EcoTour Concession Services for RFP2025-001

7.F Osceola HOME Consortium Disbursement Agreement Between Osceola County and the City of Kissimmee FY 2024-2025

7.G Airport Consent to Sub-Lease Between Sunstate Aviation Holdings, LLC and Latitude Language

7.H Task Order No. 1 for Professional Service Agreement with RS&H, Inc., for Airport Environmental Services

7.I Consent and Estoppel Certificate, Quantem FBO Group – Kissimmee, LLC

7.J Approval to Apply for a Federal Aviation Administration Grant for Taxiway Alpha Improvements Design

7.K Approval to apply for Airport Internship Grant Application from Florida Airports Council

7.L Disposal of City Assets

7.M State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for 1118 Brack Street, Kissimmee, FL 34744

7.N Community Project Funds Acceptance and Authorization

7.O Acceptance of Funding from East Central Florida Regional Planning Council

7.P Soho at Lakeside Townhomes – Final Plat

7.Q Payment Installment Agreement with Iglesia Nazaret A/G Inc. Church for Impact Fees

8. DISCUSSION ITEMS

8.A Annual Red Light Camera Report Presentation and Discussion

8.B Consideration of a Request for a Non-Binding Letter of Intent to Lease and First Right of Refusal Agreement from Kissimmee Place Development Group.

8.C Resolution to Amend Rates & Charges Policy for Kissimmee Gateway Airport

8.D Vector Airport Systems, LLC Transient Aircraft Landing Fee Process Agreement

8.E Approval of Proposed Legislative Priorities for 2025

8.F American Rescue Funds Obligation

8.G Advisory Board Vacancy: Board of Adjustment

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

Case_Id	Case_Name	Case_Status	Funding_TotalAmount
31159	KMG PARTY DESIGNER	Approved	$ 10,000.00
31072	Florida Coach Inc	Approved	$ 20,000.00
31192	YES! BUSINESS DEVELOPMENT & MULTIMEDIA CORP	Approved	$ 10,000.00
31155	Qwalifize LLC	Approved	$ 10,000.00
31057	Pleasant Hill Family Chiropractic LLC	Approved	$ 10,000.00
31186	Ivonne Accounting Services & More LLC	Approved	$ 10,000.00
31120	Salon 405	Approved	$ 10,000.00
31038	LITOIPLAN4U ENTERPRISES INC	Approved	$ 20,000.00
31081	The Real Estate Gallery LLC	Approved	$ 15,000.00
31024	Miguelos Ultra Lounge	Approved	$ 20,000.00
31027	Boga cafe & Bread	Approved	$ 10,000.00
31202	j23 barbers by cobe	Approved	$ 10,000.00
31219	Smartx Tecnology Inc	Approved	$ 10,000.00
31039	Blooming Nails Studio And More Llc	Approved	$ 10,000.00
31106	DataPsy Inc	Approved	$ 10,000.00
31213	John A Fields DBA Jack Fields Agency	Approved	$ 10,000.00
31207	PREMIER REALTY GROUP LLC	Approved	$ 20,000.00
31204	Insurance Ladies and Multiservice Inc	Approved	$ 10,000.00
31050	EL REY DE LOS POLLOS INC	Approved	$ 15,000.00
31068	Lewis Music Store	Approved	$ 15,000.00
31133	Magdalene Insurance Group, Inc Dba Atlas Insurance Agency	Approved	$ 10,000.00
31043	MCO EXCLUSIVE BARBERS LLC	Approved	$ 10,000.00
31023	AeroStar Training Services	Approved	$ 20,000.00
31044	El Amigo Wireless Inc	Approved	$ 10,000.00
31030	Osceola Therapeutic Wellness Center	Approved	$ 10,000.00
31164	Orlando Flight School	Approved	$ 10,000.00
31082	WR THE EMBROIDERY AND PRINTSHOP OUTLET	Approved	$ 10,000.00
31028	Alcoholadito Eco LLC	Approved	$ 5,000.00
31179	Saqui Academy	Approved	$ 10,000.00
31093	The Nail Boutique	Approved	$ 10,000.00
31162	AJ's Refurbishing, LL	Approved	$ 10,000.00
31100	Abracadabra Ice Cream Factory LLC	Approved	$ 10,000.00
31127	styling coiffure beauty salon & barber shop	Approved	$ 10,000.00

31098	ANGEL'S TOUCH DENTAL OFFICE, P.A.	Approved	$	15,000.00
31075	D&E PRECAST AND CONSTRUCTION SERVICES INC	Approved	$	10,000.00
31142	THE HVAC-R TRAINING SCHOOL INC DBA CRUZ INSTITUTE	Approved	$	15,000.00
31048	BEAUTY PLUS SALON, LLC	Approved	$	15,000.00
31096	Rd Accounting Services and More LLC	Approved	$	10,000.00
31019	123 LLC	Approved	$	1.00
31151	adjuster groups llc	Approved	$	15,000.00
31173	Utopia Health Career Center, LLC	Approved	$	10,000.00
31122	Legal and Business Office for Dominican Republic and Florida, Inc.	Approved	$	10,000.00
31175	General Upholstery LLC	Approved	$	10,000.00
31040	Spectrum Aero LLC	Approved	$	20,000.00
31029	NEW STYLES BEAUTY SALON CORPORATION	Approved	$	10,000.00
31054	Kissimmee Diner dba Matador Taco & Tapas	Approved	$	15,000.00
31206	Cunningham's, Inc.	Approved	$	20,000.00
31035	LR Business Consulting & Investment Inc	Approved	$	10,000.00
31095	Claudia's Alteration and Tailoring Inc	Approved	$	10,000.00
31109	Mai Solutions LLC	Approved	$	10,000.00
31059	Adanse, llc	Approved	$	20,000.00
31065	Lechonera El Jibarito LLC	Approved	$	10,000.00
31171	All Family Resource Ctr., LLC	Approved	$	10,000.00
31158	Art In Motion LLC	Approved	$	15,000.00
31066	AMERICAN JANITORIAL MAINTENANCE & SERVICES INC	Approved	$	10,000.00
31049	Buchito Restaurant Llc	Approved	$	10,000.00
31033	Alpha Legal LLC	Approved	$	5,000.00
31041	Kapp and Kappy B&B LLC	Approved	$	15,000.00
31168	EMPIRE BUSINESS & TAX ADVISORS LLC	Approved	$	10,000.00
31139	Gift Me Flowers, LLC	Approved	$	10,000.00
31026	Jecalex Supercell	Approved	$	10,000.00
31052	Simply Title, LLC	Approved	$	10,000.00
31101	Sacred Alchemy	Approved	$	10,000.00
31025	Maxflight Helicopter Services inc	Approved	$	20,000.00
31223	5 star family services inc	Approved	$	10,000.00
31071	PREVENTIVE MAINTENANCE SOURCE LLC	Approved	$	5,000.00
31091	Latin Connection Real Estate Corp	Approved	$	10,000.00

31064	Osceola Star Newspaper Inc	Approved	$	10,000.00
31185	Cicis Pizza - 1400 East Vine	Approved	$	15,000.00
31152	ALBERT GRAPHICS & BIKE SHOP LLC	Approved	$	10,000.00
31121	Mikey's Pizza-ria	Approved	$	10,000.00
31074	IPC SERVICES LLC	Approved	$	10,000.00

AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Kenneth Machuca, and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is Kenneth Machuca
   (Write Name Here)
2. I am the Owner of KMG Party Designer
   (Insert Job Title) (Insert Company Name)
3. The Company was formed in Kissimmee, Fl and is a Corporation
   (Country and State) (List the Type of Entity (ex. LLC, Inc., etc.))
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
   a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity*; or
   b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

Kenneth Machuca Lee
(Signature of Affiant)

The foregoing instrument was acknowledged before me this 17th day of January
(Insert Day) (Insert Month)

2024, by Kenneth Machuca.
(Insert Year) (Insert Name of Affiant)

NOTARY PUBLIC STATE OF FLORIDA
JANETTE MARTINEZ
Commission # HH 246551
Expires March 28, 2026

Personally known ✓
OR Produced Identification _____
Type of Identification Provided _____

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

BUSINESS TAX RECEIPT

City of Kissimmee
Development Services Center
101 Church Street
Kissimmee, Florida 34741

BUSINESS NAME: KMG PARTY DESIGNER LLC / KENNYS CAKE PR **Business Type(s):** Caterers (Food Prep) Only
DBA:

BUSINESS OWNER: kenneth Machuca

BUSINESS LOCATION: 10 W DAKIN AVE
KISSIMMEE, FL 34741

Business Tax Receipt No: BTR-13675
License Year: 2026
Effective Date: 09/04/2025
Expiration Date: 09/30/2026

CITY OF KISSIMMEE 1883

LATE PENALTIES: AS OF OCTOBER 1 - 10% AS OF NOVEMBER 1 - 15% AS OF DECEMBER 1 - 20% AS OF JANUARY 1 - 25%
OPERATING A BUSINESS WITHOUT A BUSINESS TAX RECEIPT IS SUBJECT TO CIVIL ACTIONS AND A PENALTY OF UP TO $250.

Business Occupancy Limit: N/A persons.

Please contact Fire Prevention at 407.518.2202 for questions about maximum occupancy load.

C. COVID-19 Impact

Completed by kennycake28@gmail.com on 12/18/2025 5:28 PM

Case Id: 31159
Name: KMG PARTY DESIGNER - 2025
Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

C. COVID-19 Impact

Please provide the following information.

C.1. Was your business negatively impacted by COVID-19?
Yes

C.2. How was your business impacted by COVID-19? Please specify the revenue loss per calendar year from 2019 through December 30, 2024.
COVID-19 continues to negatively impact our business through increased operating costs, inconsistent customer demand, and limited cash flow.

C.3. How are the effects of COVID-19 still negatively impacting your business?
The effects of COVID-19 continue to negatively impact our bakery and beverage business through higher ingredient and supply costs, inconsistent customer traffic, and ongoing cash flow challenges. Supply disruptions and price increases have made it difficult to maintain consistent inventory and pricing. These ongoing impacts have slowed our recovery and limited our ability to fully return to pre-pandemic revenue levels.

C.4. Describe any steps you have taken to recover from these impacts.
We reduced expenses, adjusted pricing, improved operational efficiency, and carefully managed inventory and cash flow to support recovery.

C.5. Explain how this grant will help your business recover or stabilize.
This grant will help stabilize our business by covering essential operating expenses, improving cash flow, and allowing us to continue recovery toward long-term sustainability.

C.6. Provide any additional information about your financial hardship.
Our business continues to face financial hardship due to increased operating costs and limited cash flow, which has restricted our ability to reinvest in inventory, equipment, and growth.

KISSIMMEE

VENDOR AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER

(DEPOSIT)

I hereby authorize **The City Of Kissimmee** to initiate deposit entries to my checking/saving account indicated below.

A PRENOTIFICATION WILL BE SENT TO YOUR BANK FOR THE FIRST PAYMENT AND YOU WILL RECEIVE A REGULAR CHECK – THEREAFTER FUNDS WILL BE DEPOSITED DIRECTLY INTO YOUR ACCOUNT

This authority is to remain in full force and effect until **The City Of Kissimmee** has received written notification from the vendor of its termination in such time and in such manner as to afford the company a reasonable opportunity to act on it until **The City Of Kissimmee** has sent me ten (10) days written notice of **The City Of Kissimmee's** termination of the agreement

VENDOR NAME K M G Party Designer DATE 1/7/26

REMIT TO ADDRESS 10 W Dakin Ave

CITY Kissimmee STATE FL ZIP 34741

CONTACT NAME Kenneth Machuca PHONE # 689 366 4747

EMAIL ADDRESS K-cmyers@gmail.com

TAX PAYER ID # [Tax Information / Federal]

SIGNATURE Kenneth Machuca

BANK Wells Fargo

BANK ADDRESS 1473 Osceola Pkwy Kissimmee FL 34744

CITY Kissimmee STATE FL ZIP 34744 PHONE # 407 343-1358

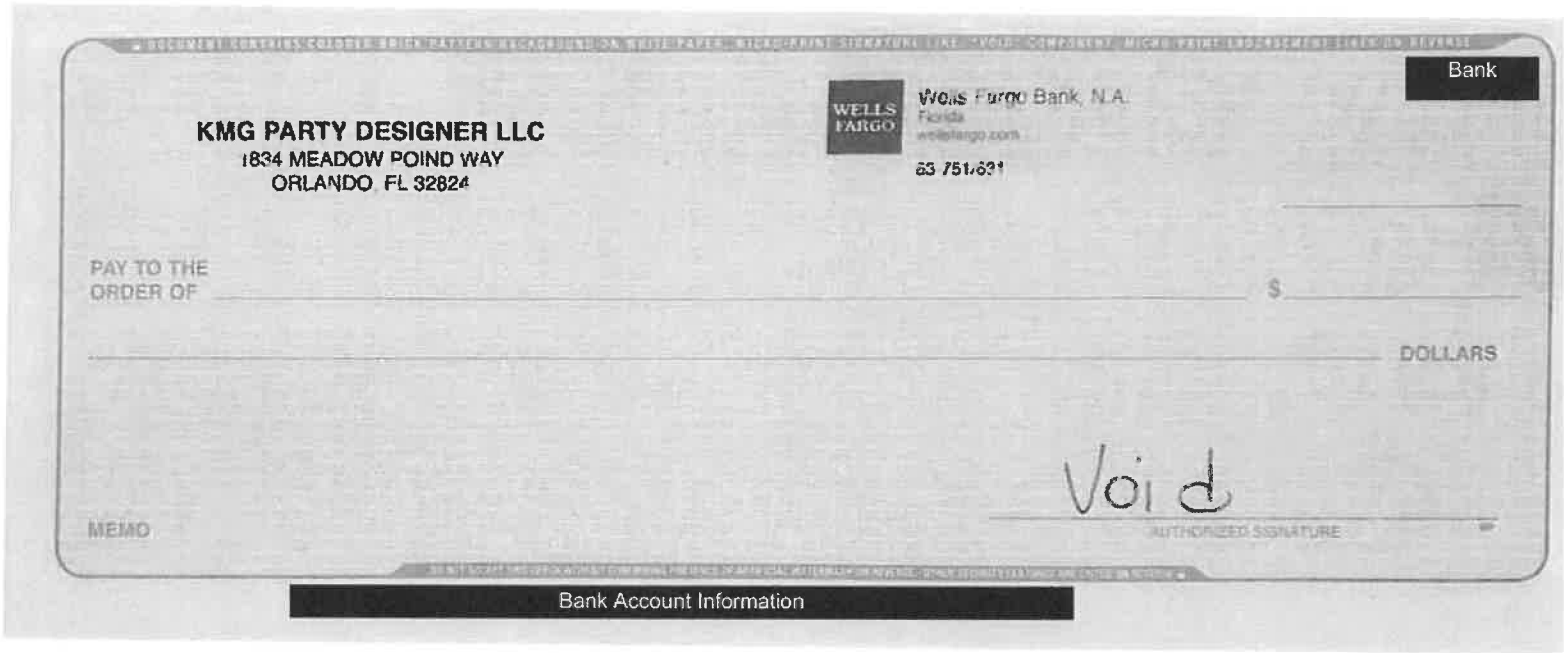
ACH ROUTING NUMBER [Bank Account Information]

ACCOUNT NUMBER [Bank Account Information]

Please return this form with a voided check or deposit slip to:

Debbie Luke email - debbie.luke@kissimmee.gov
City Of Kissimmee – Finance Department
101 N Church St
Kissimmee FL 34741

VENDOR #
ENTERED BY
Date:
FOR CITY USE ONLY


Bank
KMG PARTY DESIGNER LLC
1834 MEADOW POIND WAY
ORLANDO, FL 32824
WELLS FARGO
Wells Fargo Bank, N.A.
Florida
wellsfargo.com
PAY TO THE ORDER OF
$
DOLLARS
MEMO
Void
AUTHORIZED SIGNATURE
Bank Account Information

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this 1st day of April 2024 by and between PEDRO CABA – PEDCAB PROPERTIES, LLC (hereinafter called "Lessor") and KENNETH MACHUCA AND DELIA M. ANDINO – KMG PARTY DESIGNER LLC, (hereinafter called "Lessee"). Lessor and Lessee contract and agree as follows:

1. LEASED PROPERTY: Lessor hereby leases unto Lessee the retail unit located at **12 W. DAKIN AVE, KISSIMMEE FL. 34741**. With approximately **512** square footages (hereinafter "the leased property").

2. PURPOSE: The leased property described above is leased to the Lessee for the purpose of RETAIL STORE, EVENT PLANNING AND PARTY DESIGNER.

33. TERM OF LEASE: The term of this lease shall be for a term of One year commencing on April 1st, 2024, and expiring at midnight on February 28th, 2025, with a TWO year- extension option. In any event following 12 months or 1 year the lessee may terminate the lease by giving the lessor written 90 days' notice, prior to the requested termination date.

4. MONTHLY RENT: During the term of the lease, the Lessee shall pay to the Lessor, and shall be responsible to physically submit the same to the Lessor's place of business as indicated herein (item # 29), on the first day of each calendar month, as monthly rent, the sum of **NINE HUNDRED AND FORTY-FIVE** Dollars and (**$945.00**) per month, plus **applicable Florida Sales Tax.** The next payment should be made by Lessee to Lessor on April 1st, 2024. In addition, if the two parties decide to extend the lease term to one or three years, in the Second year the monthly rent will increase by **3% the applicable taxes plus Florida Sales Tax.** For the Third year the monthly rent will increase by **3% the applicable taxes plus Florida Sales Tax** in the third year. Lessee shall not be permitted to withhold rent or deduct from the rent for cause of property maintenance issues.

5. LATE RENT: Said above-described monthly rents shall not be deemed late if paid by the 1st day of the month. If rental payment is not received by the 5th day of the month, then payment shall be subjected to a late charge of $50.00 plus $10.00 per every day that is late. If rent payment is not received by the 10th day of the month, then, upon receipt by Lessee from Lessor that Lessee is in breach of contract, Lessee shall vacate the leased property within 5 days. Lessee must leave the property in good condition and refrain from causing any damage to the property.

6. WORTHLESS CHECKS: If Lessee pays the monthly rent with a check that is returned by the bank to the Lessor for insufficient funds, then the lease shall be considered immediately void, and Lessee shall vacate the leased property within 5 day's without requiring Lessor to initiate an eviction action. If Lessee fails to leave the leased property within said five-day period, Lessee authorizes Lessor be immediately remove Lessee and Lessee's personal belongings from the leased property, and to change the locks to the leased property, and Lessee shall then reimburse Lessee for all costs

associated therewith. Lessee shall leave the property in good condition and refrain from causing any damage to the property. Lessor shall not be liable to Lessee for any costs or reimbursements.

7. SECURITY DEPOSIT. Lessee has paid a security deposit in the amount of **($ 00.00)**. The Security Deposit Shall be returned to Lessee at the termination of this lease if and only if the obligations of this lease have been fully discharged, and lessee returns the leased property without any damages or any unauthorized alterations or improvements.

8. NO SUBLEASE OR ASSIGNMENT. At no time during the term of the lease shall Lessee assign or sublet the leased property. Lessor may sell, transfer, or assign all or any part of its interest in the building in which the leased property is located without the consent of Lessee.

9. INDEMNITY. Lessor and Lessee shall indemnify and save harmless the other from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from their negligence, breach, or violation or non-performance of any condition hereof.

10. INSURANCE.

LESSEE. Lessee shall, during the entire term of the Lease, keep in full force and effect a policy of public liability insurance with respect to the Property and the business operated by Lessee in the leased property and which the limits of general liability shall be in the amount of One Million Dollars ($ 1,000,000.00) combined single limit, naming Lessor as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the Lessee will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. Lessee shall provide to Lessor duplicate, originals or certificates of insurance of the policies within 10 business days of the signing of this agreement.

Lessee shall maintain workmen's compensation coverage as required by the laws of the State, where the leased property is located, or the laws of the United States.

LESSOR. Lessor shall, during the term hereof, at its sole expense, reasonably attempt to provide and keep in force insurance on the building against loss or damage by fire and extended coverage, in an amount equal to one hundred percent (100%) of the full insurable value thereof, which insurance shall be placed with an insurance company or companies approved by Lessor and licensed to do business in the State of Florida. The term "full insurable value" shall mean actual replacement value of the building (exclusive of costs of excavation, foundations and footing below ground level).

11. REPAIRS.

(A) Lessor's Repairs. Lessor shall be solely responsible for major issues such as maintaining the roof, the building's foundation, the structure and exterior of the building in good repair for their intended use.

(B) Lessees' Repairs: The Lessor will deliver the subject unit to the Lessee in proper working order. Upon taking possession of the unit, any and all upgrades, construction, minor repairs and maintenance, replacement, including ALL air conditioning repairs, shall be the responsibility of Lessee. If Lessee fails to promptly make safety related repairs or replacements, within fifteen (15) days of occurrence, Lessor may, at its option, make such repairs or replacements and Lessee shall repay the costs thereof to Lessor on demand.

12. ALTERATIONS, TRADE FIXTURES. Lessee shall have the right to make such alterations and improvements to the leased property as it deems necessary or desirable upon giving written notice of same to Lessor, and Lessor accepting in writing Lessee's proposed alterations or improvements. Lessee shall submit to Lessor a detailed proposal of the intended alterations. Such alterations and improvements shall comply with all applicable construction laws, regulations, and city and county ordinances and shall conform generally to the existing improvements on the Property.

13. MAINTENANCE OF THE LEASED PROPERTY. Lessee shall be responsible for keeping the subject unit and related areas in a clean and wholesome condition and will comply at all times with all lawful health and regulatory standards.

14. UTILITIES SERVICES TRASH REMOVAL. All utilities as required for the subject unit shall be the responsibility of, and paid for by, the Lessee. As may be necessary, the Lessee shall pay for solid waste disposal. Further, there is no "Valet Service" and the Lessee shall be responsible for properly transporting any and all spoils to the designated solid waste receptacle. More specifically, Lessee shall remove its own trash, wastepaper, boxes cartons, cans, bottles and debris, and all items, and shall not permit the accumulation of such materials.

15. NO NUISANCE. Lessee shall not engage in any act, or permit its patrons, to engage in any act which shall constitute a nuisance to the other tenants in the building or neighboring business.

16. INSTALLATION OF SIGNS. Prior to ordering and installing any signs, Lessee shall submit to Lessor proposed drafts of any sign that Lessee may seek to install on the exterior or on the windows of the leased property. Lessee may not install any signs on the exterior or on the windows of the leased property unless Lessor grants written permission to do so. In that event, Lessor will assign the spaces where the Lessee could install such signs or signs as may be useful in connection with its business so long as all such signs comply with all requirements of the City of Kissimmee, where the leased property is located. Lessee shall be solely responsible for any expenses associated with the installation and removal of Lessee's signs at the end of the Lease. Lessee agrees to remove, at its own expense, any and all signs associated with Lessee's business.

17. COMPLIANCE WITH LAWS. Lessee shall promptly comply with all of the ordinances of the City of Kissimmee and/or Osceola County, and of any other governmental body applicable to the leased property and to all ordinances and requirements enforced by the state board of health, sanitary, fire or police departments of the City of Kissimmee and/or Osceola County for the correction, prevention and abatement of nuisance in, upon or connected with the Property.

Lessee fail to promptly comply with the required ordinances, then Lessor may terminate this lease without further liability by giving Lessee thirty (30) days written notice of Lessor's intent to terminate the lease for Lessee's non-compliance with the applicable laws.

18. APPROVAL BY CITY. This Lease is contingent upon approval, if required, by the City in which the leased property is located and any other governmental authority having jurisdiction of Lessee's proposed use and occupancy of the leased property and the conformance of that use and occupancy with all zoning and municipal requirements. Such approval shall be a condition precedent to the effectiveness of this Lease. If Lessee occupies the leased property prior to such approval and approval is later denied, either party may terminate the Lease and the parties shall thereupon have no further obligations to each other. However, Lessor shall not be liable for any expenses incurred by Lessee.

19. SURRENDER OF THE LEASED PROPERTY. Lessee shall, upon the expiration of the term of the Lease, or upon an earlier termination hereof, quit and surrender the leased property, furnishings and equipment belonging to Lessor in good order and condition and in broom-clean condition, and shall not remove any fixtures.

20. PARKING. Lessee can park on the Street following City Rules and Regulations on subject property and adjoins the building on the north and east building face.

21. INJURIES OR LOSS. Lessor shall not be responsible or liable for any loss, theft, or damage to the leased property or injury to, or death of, any person within the leased premises. Lessee agrees to indemnify, defend and hold Lessor harmless from any liability.

22. ENTRY OF LANDLORD. Lessee agrees that it will not change the locks to the leased premises without first giving a key to Lessor. Lessor reserves the right to enter upon the leased property at reasonable times for the purpose of inspecting the leased property and reserves the right to show the leased property at reasonable time to prospective tenants or buyers, but only after giving Lessee at least twenty-four hours advance notice and coordinating a time with Lessee. Lessor reserves the right to enter the leased property without notice in case of emergency.

23. DAMAGE THE PROPERTY BY FIRE OR ANOTHER CASUALTY. If Property, including improvements thereon, are injured by fire or other casualty, Lessee shall have the exclusive right and option to either terminate this Agreement or reconstruct and/or repair the said damaged improvements and continue this Lease under the terms and conditions as if no such casualty occurred by giving written notice to Lessor of Lessee's intention to so continue this Lease within thirty (30) days after the date of said damage or casualty. In the event that lessee so elects to continue this Lease, any insurance proceeds payable as a result of said fire or casualty shall be first applied to pay the costs of such repairs or replacements, and any balance of such insurance proceeds after paying such costs of repairs or replacements shall be paid to whichever owners the insurance policy under which proceeds are made.

24. CONDEMNATION. If, during the term of this Agreement, the Property shall be taken or condemned, either in whole or part, by competent authorities for public or quasi-public use, Lessee shall have the option to terminate this Agreement as of the date of taking. If Lessee elects not to terminate this Agreement, then this Agreement shall continue in full force and effect. In the event that an award is made for the taking of such property and parcels of the leased property in condemnation proceedings, or by the right of eminent domain, or conveyance under threat of condemnation proceedings, Lessor shall be entitled to receive and retain the amounts awarded or paid for such taking or conveyance, provided, however, that Lessee shall be entitled to receive and retain such amounts as are specifically awarded to it in such proceedings because of the taking of its furniture, or fixtures, and its leasehold improvements which have not become part of the realty. It is understood and agreed that any amounts specifically awarded in any such taking for the damage to the business of Lessee done at the leased property or awarded to it as a result of the interference with the access to the Premises, or for any other damage to the said business and trade done at the leased property, shall be the property of Lessee. It is understood and agreed that in the event of termination of this Lease, as provided under this paragraph, Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease and right or claim to any part of the award on account thereof.

25. LIEN PROTECTION. Lessee agrees that at no time during the term of this Lease will it permit a lien or encumbrance arising from any act or omission on its part of any kind or nature to come into existence against the leased property. If at any time a lien or encumbrance arising from an act or omission of Lessee is filed against the leased property, Lessee shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within ten calendar (10) days from the date it is filed or recorded against the leased property, Lessee agrees that it will deposit with Lessor in cash or a satisfactory bond in an amount sufficient to satisfy the claim of the person or concern filing the lien or encumbrance and shall leave the same on deposit with Lessor until said lien is discharged.

26. LESSEE IS NOT AN AGENT OF THE LESSOR. It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that the Lessor has no ownership in the Lessee's enterprise, and vice versa, and this Lease shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be an agent or representative of the Lessor.

27. SUCCESSORS. All covenants, conditions and agreements and undertakings contained in this Agreement shall extend to and be binding on the respective heirs, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed.

28. BREACH. Unless otherwise specified in this Lease, Lessor shall give Lessee written notice of any material breach alleged under this Lease. If Lessee does not cure the default at the end of three days (3) after receipt of notice, then Lessor may do one or more of the following: (1) take possession of the leased property; (2) declare this Lease terminated; (3) sue for damages, and/or (4) exercise any other remedies available under the law. It is further understood and agreed by and between the Lessor and Lessee that, on account of breach by Lessee of any of the obligations hereunder, if it shall be found necessary for the Lessor to employ and/or consult with an attorney to protect, enforce or defend Lessor's rights or remedies hereunder, then and in any

such event. Lessee shall be liable for all attorney fees, court costs and other expenses incurred by Lessor as a result of Lessee's breach or default.

29. LESSOR/LESSEE CONTACT INFORMATION.

Until further written notice to Lessee, all notices and rent payments from Lessee shall be served or sent to Lessor at the following address:

LESSOR: PEDCAB PROPERTIES, LLC., c/o Pedro Caba
LESSOR'S ADDRESS: 223 Broadway Avenue, Kissimmee FL 34741
LESSOR'S PHONE #: 407-439-2527 Office . . . In case of Emergency (407) 452-4119

Until further written notice to Lessor, all notices from Lessor to Lessee shall be served or sent to Lessee at the following address:

LESSEE: Kenneth Machuca and Delia M. Andino – KMG Party Designer.
LESSEE'S ADDRESS: 12 W. DAKIN AVENUE, Kissimmee, FL 34741
LESSEE'S PHONE #: 787-604-7540 & 787-934-7045

All notices to be given under this Agreement shall be in writing and shall be served personally or sent by United States certified or registered mail.

30. ENTIRE AGREEMENT. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest. No representations, promises, terms, conditions, obligations or warranties whatsoever referring to the subject matters hereof, other than those expressly set forth herein, shall be of any binding legal force or effect whatsoever.

31. SAVINGS CLAUSE. If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

32. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

33. GUARANTY. MACHUCA AND DELIA M. ANDINO – KMG PARTY DESIGNER LLC. a duly [illegible] and hereby unconditionally guarantees to Lessor the prompt payment of the payments due under this Lease. Guarantor agrees to remain bound on this Guaranty notwithstanding any extension or modification granted to any person with respect to the performance of any of the terms of the Lease, and does hereby waive all defenses, other than the

defense of payment, available to Lessee. Guarantor agrees that his liability under this Guaranty shall be primary, and that, subject to the provisions hereof, in any right of action which shall accrue under the lease, Lessor may at its option, proceed against Guarantor without having commenced any action, or having obtained any judgment, against Lessee.

LESSOR:

Pedro Caba 02/28/2024 07:10 PM

LANDLORD DATE
PEDCAB PROPERTIES, LLC., c/o Pedro Caba

LESSEE:

2/29/24

KMG Party Designer DATE
Kenneth Machuca

LESSEE:

2/29/24

KMG Party Designer DATE
Delia M. Alatorre

CITY OF
KISSIMMEE
1883

NEW VENDOR REQUEST

(Please forward completed form with W-9 to Purchasing and completed EPayable or EFT Enrollment Form)

Vendor Name KMG Party Designer

Vendor Address 10 W Dakin Ave

City Kissimmee ST FL Zip 34741

Commodity Bakery

Remit To Address 10 W Dakin Ave

City Kissimmee ST FL Zip 34741

Contact Kenneth Machuca

Phone Number 689 266 4749

Fax Number

Requestor:

Department: Phone

Requisition Number:

W-9 Form Must Be Attached

EPayable ○ EFT △

COK- FINANCE-VNDREQ(APRIL 2019) rev



Detail by Entity Name

Florida Limited Liability Company

KMG PARTY DESIGNER LLC

Filing Information

Document Number	L18000079520
FEI/EIN Number	82-5248297
Date Filed	03/28/2018
Effective Date	03/28/2018
State	FL
Status	ACTIVE

Principal Address

10 W. DAKIN AVE
KISSIMMEE, FL 34741

Changed: 05/18/2018

Mailing Address

1305 Heavenly
Saint CLOUD, FL 34769

Changed: 04/28/2025

Registered Agent Name & Address

ANDINO, DELIA
1305 Heavenly
Saint CLOUD, FL 34769

Name Changed: 05/01/2019

Address Changed: 04/28/2025

Authorized Person(s) Detail

Name & Address

Title MGR

MACHUCA GUERRA, KENNETH
1305 Heavenly
Saint CLOUD, FL 34769

Title President

ANDINO QUILES, DELIA M.
1305 Heavenly
Saint CLOUD, FL 34769

Annual Reports

Report Year	Filed Date
2024	04/25/2024
2025	04/28/2025
2026	03/16/2026

Document Images

03/16/2026 -- ANNUAL REPORT	View image in PDF format
04/28/2025 -- ANNUAL REPORT	View image in PDF format
04/25/2024 -- ANNUAL REPORT	View image in PDF format
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06/08/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- Florida Limited Liability	View image in PDF format

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Fictitious Name Detail

Fictitious Name

KENNY'S CAKE, PR

Filing Information

Registration Number	G18000055334
Status	ACTIVE
Filed Date	05/03/2018
Expiration Date	12/31/2028
Current Owners	1
County	OSCEOLA
Total Pages	2
Events Filed	1
FEI/EIN Number	82-5248297

Mailing Address

1834 MEADOW POND WAY
ORLANDO, FL 32824

Owner Information

KMG PARTY DESIGNER LLC
10 DAKIN ST
KISSIMMEE, FL 34741
FEI/EIN Number: 82-5248297
Document Number: L18000079520

Document Images

05/03/2018 -- Fictitious Name Filing View image in PDF format

12/24/2023 -- Fictitious Name Renewal Filing View image in PDF format

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LICENSEE DETAILS

11:42:08 PM 1/28/2026

Licensee Information

Name:	**KMG PARTY DESIGNER LLC (Primary Name)** **KENNY'S CAKE PR (DBA Name)**
Main Address:	**1834 MEADOW POND WAY** **ORLANDO Florida 32824**
County:	**ORANGE**
License Mailing:	**1834 MEADOW POND WAY** **ORLANDO FL 32824**
County:	**ORANGE**
License Location:	**10 W DAKIN ST** **KISSIMMEE FL 34741**
County:	**OSCEOLA**

License Information

License Type:	**Permanent Food Service**
Rank:	**Seating**
License Number:	**SEA5911670**
Status:	**Current,Active**
Licensure Date:	**12/21/2018**
Expires:	**04/01/2026**

Special Qualifications	**Qualification Effective**
1-49 SEATS	
Risk Level 2	**09/09/2025**

Alternate Names

View Related License Information
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Search > Account Summary > Bill Details

Business Tax Account #187305

KMG Party Designer, LLC

Current owner:
Kenneth Machuca - MGR

Doing business as:
Kenny's Cakes, PR

Current business address:
10 W. Dakin Ave.
Kissimmee, FL 34741
ⓘ More Details

Flags:
Commercial Business Location

2021 Details

Account number:	187305
Business start date:	02/08/2021
Physical business location:	CITY OF KISSIMMEE
Business address:	KMG Party Designer, LLC 10 W. Dakin Ave. Kissimmee, FL 34741
Mailing address:	KMG Party Designer, LLC d/b/a Kenny's Cake, PR 10 W. Dakin Ave. Kissimmee, FL 34741
Owner(s):	Kenneth Machuca - MGR 1834 Meadow Pond Way Orlando, FL 32824 Delia Andino - MEMB 1834 Meadow Pond Way Orlando, FL 32824

BRUCE VICKERS, CFC
OSCEOLA COUNTY ★★★
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Menu

Business Tax

Search

10 w dakin ave

Page 1 of 1

Account 93416

PANACEA REALTY INC

Receipt 9200-93416

Business Address
PANACEA REALTY INC
10 W DAKIN AVE
KISSIMMEE, FL 34741

View

Account 187305

KMG Party Designer, LLC

Receipt 200360

Business Address
KMG Party Designer, LLC
10 W. Dakin Ave.
Kissimmee, FL 34741

View

1

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company

FORTY MARTINEZ, LLC

Filing Information

Document Number	L23000202920
FEI/EIN Number	92-3677082
Date Filed	04/25/2023
Effective Date	04/20/2023
State	FL
Status	ACTIVE

Principal Address

1398 E Vine St
Lot 6
KISSIMMEE, FL 34744

Changed: 03/09/2025

Mailing Address

320 E DAKIN AVE
KISSIMMEE, FL 34741

Changed: 04/15/2024

Registered Agent Name & Address

MARTINEZ, JANETTE
320 E DAKIN AVE
KISSIMMEE, FL 34741

Address Changed: 04/15/2024

Authorized Person(s) Detail

Name & Address

Title President, Manager

MARTINEZ, JANETTE

320 E DAKIN AVE
KISSIMMEE, FL 34741

Annual Reports

Report Year	Filed Date
2024	04/15/2024
2025	03/09/2025

Document Images

03/09/2025 -- ANNUAL REPORT	View image in PDF format
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04/25/2023 -- Florida Limited Liability	View image in PDF format

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Fictitious Name

COQUI KITCHEN

Filing Information

Registration Number	G25000029341
Status	ACTIVE
Filed Date	02/26/2025
Expiration Date	12/31/2030
Current Owners	2
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	92-3677082

Mailing Address

320 E DAKIN AVE
KISSIMMEE, FL 34741

Owner Information

MARTINEZ, JANETTE
320 E DAKIN AVE
KISSIMMEE, FL 34741
FEI/EIN Number: NONE
Document Number: NONE

FORTY MARTINEZ LLC
1398 E VINE ST LOT 6
KISSIMMEE, FL 34741
FEI/EIN Number: 92-3677082
Document Number: L23000202920

Document Images

02/26/2025 -- Fictitious Name Filing View image in PDF format

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Florida Department of State, Division of Corporations



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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:26:32 PM 3/31/2026

Licensee Information

Name:	**FORTY MARTINEZ LLC** (Primary Name) **COQUI KITCHEN** (DBA Name)
Main Address:	**17 W MONUMENT AVE** **KISSIMMEE Florida 34741**
County:	**OSCEOLA**
License Mailing:	**17 W MONUMENT AVE** **KISSIMMEE FL 34741**
County:	**OSCEOLA**
License Location:	**1985 S JOHN YOUNG PKWY** **KISSIMMEE FL 34741**
County:	**OSCEOLA**

License Information

License Type:	**Mobile Food Dispensing Vehicle**
Rank:	**Mobile MFDV**
License Number:	**MFD5953052**
Status:	**Current,Active**
Licensure Date:	**09/06/2024**
Expires:	**04/01/2027**

Special Qualifications	Qualification Effective
No Plan Review	**06/25/2024**
Osceola APR	
Self Sufficient MFDV	**06/25/2024**
Risk Level 1	**01/14/2026**

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Business Tax

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- Try using different or fewer search terms.
- Try leaving off words like drive, road, avenue, etc. For example, search for 123 Main instead of 123 Main Street.

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From: Janette.Martinez@kissimmee.gov <Janette.Martinez@kissimmee.gov> <Janette.Martinez@kissimmee.gov>
Sent: Thursday, September 11, 2025 12:55 PM
To: kennycake28@gmail.com
Subject: Fwd: City Launches Small Business Relief Grants

Sent from my iPhone
Begin forwarded message:

From: Janette Martinez <janette.martinez@kissimmee.gov>
Date: September 11, 2025 at 12:54:15 PM EDT
To: luena.santiago@gmail.com
Subject:Fwd: City Launches Small Business Relief Grants

Sent from my iPhone

Begin forwarded message:

From: City of Kissimmee <citynews@info.kissimmee.gov>
Date: September 10, 2025 at 8:00:34 PM EDT
To: Janette Martinez <janette.martinez@kissimmee.gov> Subject:City Launches Small Business Relief Grants

City Launches Small Business Relief Grants FOR IMMEDIATE RELEASE Release Date: September 10, 2025 Release Number: CNR-25-041 Media Contact: Alibeth Suarez (news@kissimmee.gov) 321.402.4114 City Launches Small Business Relief Grants

KISSIMMEE, Fla. – The City of Kissimmee is announcing the launch of the Business Boost 2.0 (BB2) Grant Program, a targeted small business assistance initiative created to address lingering economic challenges from the COVID-19 pandemic.

Funded through the American Rescue Plan, the program provides direct grants to eligible small businesses within the

Kissimmee city limits to help offset financial hardships such as decreased sales, increased operational costs, or debt incurred to remain open during and after the pandemic.

Grants are available to qualifying Kissimmee-based small businesses demonstrating financial hardship between March 1, 2020, and December 30, 2024. Businesses must have been established before March 11, 2021, and possess an active Kissimmee Business Tax Receipt.
Eligibility for the grant includes:

Physical business location within Kissimmee city limits Fewer than 500 employees Established before March 11, 2021 Financial hardship from COVID-19 between March 1, 2020, and December 30, 2024 Active City of Kissimmee Business Tax Receipt and Sunbiz.org status Current on taxes, fees, and code enforcement Compliance with local regulations Grant award tiers are determined by business size, measured by square footage:
Home-based businesses: $5,000
Up to 2,500 sq ft: $10,000
2,501 to 5,000 sq ft: $15,000
Over 5,000 sq ft: $20,000

These grants, which do not require repayment, are designed to help businesses within Kissimmee city limits remain viable and continue contributing to the city's economic vitality.

"Our small businesses are the backbone of Kissimmee's economy, and many are still feeling the lasting impacts of the pandemic," said Mayor Jackie Espinosa. "Through Business Boost 2.0, we are giving local business owners the resources they need to remain viable, retain jobs, and continue serving our community."
How to Apply

Applicants must submit a completed application form along with supporting documents, including proof of business status, signed tax forms, recent tax returns, and evidence of financial hardship. The City reserves the right to request additional documentation if needed.
Applications will open September 17, 2025, and will be processed on a first-come, first-served basis while funds remain available. Interested businesses can review eligibility requirements and apply online at

kissimmee.gov/reliefgrantsBegin
Your Business Assistance Process

###
PARA PUBLICACIÓN INMEDIATA
Fecha de Publicación: 10 de septiembre de 2025 Número de Publicación: CNR-25-041 Contacto para los Medios de Comunicación:

Alibeth Suarez (news@kissimmee.gov) 321.402.4114 La Ciudad Inicia Programa de Ayudas para Pequeños Negocios

KISSIMMEE, Fla. – La Ciudad de Kissimmee anuncia el lanzamiento del programa Business Boost 2.0 (BB2), una iniciativa de asistencia dirigida a pequeños negocios que busca enfrentar los desafíos económicos persistentes relacionados con la pandemia de COVID-19.

Financiado a través del Plan de Rescate Estadounidense (American Rescue Plan), este programa ofrece ayudas directas a pequeños negocios elegibles dentro de los

límites de la Ciudad de Kissimmee, con el fin de compensar dificultades financieras como la disminución de ingresos, el aumento de costos operativos o las deudas acumuladas para mantener el negocio abierto durante y después de la pandemia.

Las ayudas están disponibles para pequeños negocios ubicados en Kissimmee que demuestren haber enfrentado dificultades financieras entre el 1 de marzo de 2020 y el 30 de diciembre de 2024. Los negocios deben haber sido establecidos antes del 11 de marzo de
2021 y contar con una Licencia Comercial activa de la Ciudad de Kissimmee (Business Tax Receipt).
Requisitos de elegibilidad:
Tener una ubicación física dentro de los límites de la Ciudad de Kissimmee Tener menos de 500 empleados Haber sido establecido antes del 11 de marzo de 2021 Haber enfrentado dificultades financieras entre el 1 de marzo de 2020 y el 30 de diciembre de 2024 Contar con una Licencia Comercial activa de la Ciudad de Kissimmee y estatus activo en Sunbiz.org

Estar al día con impuestos, tarifas y sin violaciones de códigos Cumplir con todas las regulaciones locales Monto de las ayudas según el tamaño del negocio (por pies cuadrados):
Negocios desde casa: $5,000
Hasta 2,500 pies cuadrados: $10,000
De 2,501 a 5,000 pies cuadrados: $15,000 Más de 5,000 pies cuadrados: $20,000

Estas ayudas, que no requieren reembolso, están diseñadas para ayudar a que los negocios dentro de Kissimmee sigan siendo viables y continúen contribuyendo a la vitalidad económica de la ciudad.

"Nuestros pequeños negocios son el motor de la economía de Kissimmee, y muchos aún sienten los efectos duraderos de la pandemia," dijo la Alcaldesa Jackie Espinosa. "Con Business Boost 2.0, estamos brindando a los propietarios locales los recursos necesarios para mantenerse activos, conservar empleos y continuar ofreciendo servicios a nuestra comunidad".
¿Cómo aplicar?

Los solicitantes deberán presentar un formulario de solicitud completo junto con la documentación requerida, que incluye prueba del estatus del negocio, formularios de impuestos firmados, declaraciones de impuestos recientes y evidencia de dificultades financieras.
La Ciudad se reserva el derecho de solicitar documentación adicional si es necesario.
Las solicitudes estarán abiertas a partir del 17 de septiembre de 2025 y se procesarán por orden de llegada, mientras haya fondos disponibles. Los negocios interesados pueden revisar los requisitos y aplicar en línea en:

kissimmee.gov/reliefgrantsEmpieza
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of: City of Kissimmee, Florida · 101 Church Street, Kissimmee, Florida 34741

Coqui Kitchen

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10 W Dakin Ave, Kissimmee, FL 34741

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COQUI KITCHEN
LA CHEF
JANETTE MARTINEZ
407-414-7311
10 W DAKIN AVE.
KISSIMMEE, FL 34741





Coqui Kitchen

102 followers · **0** following · **27** posts

Coqui Kitchen

Kissimmee, FL · Kissimmee City Hall · Full Sail University · $ · +1 407-414-7311

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Personal details

Kissimmee, Florida

Spanish (language) · English language

Details

Not yet rated (0 Reviews)

$

Open now

10 W Dakin Ave , Downtown Kissimmee, FL, United States, 34741

Coqui Kitchen
Mar 18 ·

https://www.facebook.com/share/1LpakDUm28/?mibextid=wwXIfr

Re-Elect Commissioner Janette Martinez
Mar 18 ·

Friendly reminder! Tomorrow, Thursday, March 19 at 5:30 PM — join us at 3 Sisters Speakeasy (226 Broadway, Kissimmee) for my cam... more



Help Us Reach the Finish Line

This campaign is powered by the people – not special interests and not monopolies. We are standing strong to protect our city's future and ensure independent leadership continues at City Hall.

- ✓ Reach every voter
- ✓ Share our message
- ✓ Protect our community
- ✓ Finish strong

CONTRIBUTION DETAILS

All donations must be made payable to:

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¡Únete a la Comisionada Janette Martin... more

See translation



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Coqui Kitchen

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Coqui Kitchen
Oct 22, 2025 ·



PRIVATE GROUP · 314 MEMBERS
Coqui Kitchen

JOIN

Coqui Kitchen updated their cover photo.
Sep 19, 2025 ·



Program Overview

Completed by kennycake28@gmail.com on 12/18/2025 5:30 PM

Case Id: 31159
Name: KMG PARTY DESIGNER - 2025
Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

Program Overview

Please provide the following information.

CITY OF KISSIMMEE 1883

The City of Kissimmee Operation Business Boost 2.0 Program

The City of Kissimmee
101 Church Street
Suite 500
Kissimmee, FL 34741
407-518-2544
economicdevelopment@kissimmee.gov

Program Description
The Business Boost 2.0 (BB2) grant program is a targeted small business assistance program created by the City of Kissimmee, designed to address lingering economic challenges from the COVID-19 pandemic. Its objective is to provide financial relief to small businesses in the city who continue to face financial hardship stemming from the Covid-19 pandemic, including but not limited to, decreased sales, increased operational costs, additional debt incurred to stay afloat, etc. BB2 will provide direct grants to eligible small businesses to help mitigate these financial burdens, ensuring they can remain viable and continue contributing to our local economy.

Eligible Applicants
Applicants must meet the following criteria:

- Be a for-profit entity, operating and having a physical location within Kissimmee city limits. Applicants must provide copy of the deed or commercial lease agreement for the business' brick-and-mortar physical location.
- Be a small business as defined by the SBA (e.g., fewer than 500 employees).
- Company must have been established before March 11, 2021
- One grant per company (regardless of number of company office sites). Main office will be used to calculate SF for this grant.
    - Owners of multiple businesses, all independent of each other and operating from different addresses (all located within the City of Kissimmee limits), can apply separately, one grant per business.
- Businesses with the same address operating from a multi-tenant building, including businesses under the same ownership, must demonstrate having a separate and distinct space within the building and support their respective square footage with a lease or other acceptable documentation. The same square footage cannot be counted in multiple applications.
- Must demonstrate financial hardship caused or exacerbated by COVID-19.
- Applicants must show proof of Financial Hardship between March 1, 2020 and December 30, 2024.
- Financial Hardship refers to economic challenges faced by individuals, households, businesses, or communities due to the COVID-19 pandemic. Funds distributed through ARPA are intended to provide relief and address those hardships.

- Examples of Financial Hardship could include, but not limited to, the following:
    - Material decrease in gross revenue in any calendar year between 2020 and 2023 compared to 2019

(pre-pandemic).
    - Demonstrated material increase in operating expenses due to rent increases, insurance costs, cost of inventory, etc.
    - Accumulated debt incurred to stay afloat after the COVID pandemic, with debt service still putting pressure on business cash flow.
- Company must have an active Kissimmee Business Tax Receipt, and "Active" with the Florida Department of State, Division of Corporations (Sunbiz.com)
- Company must be current on all their taxes, assessments and fees
- Company must not have any outstanding delinquent liens or code enforcement violations
- Company must not be engaged in illegal, restricted on non-compliant activities, such as adult entertainment or gambling businesses.
- **"Brick & Mortar" business:** a legally registered business enterprise operating and having a physical location within the City of Kissimmee limits. Applicants must provide copy of the deed or commercial lease agreement for the business' brick-and-mortar physical location.
- **Home-based business:** a legally registered business enterprise operated primarily from a residential property located within the City of Kissimmee limits, where the business owner resides or maintains a legal right to operate. The residential address must be the business's principal place of business as documented in the Business Tax Receipt (BTR), and must comply with local zoning, permitting and home occupation regulations.
- For the purposes of this program, businesses operating solely from a virtual office will be treated as a home-based business. A "virtual office" is defined as a location providing only mail handling, telephone answering, reception, or access to shared meeting space without dedicated, continuous physical occupancy by the business.
- For businesses operating from a virtual office, the virtual office location must be within city limits, supported by an agreement showing the physical address. Otherwise, the business owner's personal address must be within the city limits.

Required Documentation

- Completed Application Form (Applications that are incomplete, or missing required documentation, will not be processed)
- Current City of Kissimmee Business Tax Receipt
- State of Florida business registration from the Florida Division of Corporation (sunbiz.org) noting an "ACTIVE" status;
- Current W-9; signed.
- Business tax returns from 2019 to 2023
    - C-Corps, S-Corps, and Limited Liability Corporations (LLCs) shall submit Corporation Income Tax Return (Form 1120/Form 1120-S.
    - Sole proprietors and individual/single-owner LLCs must submit their Schedule C (Form 1040).
- Supporting documentation to prove financial hardship: Lease agreement, Bank notes, etc.

The City of Kissimmee reserves the right to accept substitute or alternative documentation that sufficiently demonstrate financial hardship, or request any other documentation deemed necessary to support the application for assistance through the Operation Business Boost 2.0.

Grant Award Tiers:
For the purposes of this grant, *business square footage* refers to the interior area under roof that is used exclusively and regularly for business operation, excluding surface parking area, patios, carports, garages, driveways, storage sheds, or any non-climate-controlled areas.

Home-Based Business	$5,000
Companies with up to 2,500 SF	$10,000
Companies 2,501 to 5,000 SF	$15,000
Companies with over 5,001 SF	$20,000

Disclaimers

Submitting an application does not guarantee an award. All applications will be reviewed based on program eligibility, completeness, availability of funds, and alignment with program goals. The City of Kissimmee reserves the right to approve or deny any applications at its sole discretion.

Grants awarded through the BB2 program are not loans and do not require repayment. However, recipients should be aware that grant funds may be considered taxable income under federal, state, or local laws. The City of Kissimmee does not provide tax advice, and it is the responsibility of each grant recipient to consult with a qualified tax professional or accountant to understand any tax implications associated with receiving this grant.

This grant program is administered on a first come, first served basis for correctly completed applications.

Grant funds are expected to be disbursed within approximately 4 to 6 weeks following approval, subject to processing requirements and verification.

A. Contact Information

Completed by kennycake28@gmail.com on 12/18/2025 4:38 PM

Case Id: 31159
Name: KMG PARTY DESIGNER - 2025
Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

A. Contact Information

Please provide the following information.

PRIMARY OWNER INFORMATION

A.1. First Name
Kenneth

A.2. Middle Name

A.3. Last Name
Machuca

A.4. Home Address
1305 Heavenly Saint CLOUD, FL 34769

A.5. Phone
(407) 748-9620

A.6. Email
kennycake28@gmail.com

A.7. Percent of Ownership
95.00%

CO-OWNER INFORMATION

A.8. First Name
Delia

A.9. Middle Name
M

A.10. Last Name
Andino

A.11. Home Address
1305 Heavenly Saint CLOUD, FL 34769

A.12. Phone
(689) 266-4749

A.13. Email
dandino.daq@gmail.com

A.14. Percent of Ownership
5.00%

B. Business Information

Completed by kennycake28@gmail.com on 12/18/2025 4:48 PM

Case Id: 31159
Name: KMG PARTY DESIGNER - 2025
Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

B. Business Information

Please provide the following information.

B.1. Legal Name of Business
KMG PARTY DESIGNER

B.2. Fictitious Business Name (Doing Business As)
Kenny's Cake

B.3. Federal Employer Identification Number (FEIN)

Tax Information / Federal

B.4. Business Entity/Type
LLC

B.5. Business Address
10 W Dakin Ave KISSIMMEE, FL 34741

B.6. Business Phone Number
(407) 748-9620

B.7. Square footage
1511

B.8. Date started operations
04/19/2018

B.9. Is this a Home-Based Business?
No

B.10. Business Revenues in 2019
$46,807.00

B.11. Number of Employees as of date of application
3

B.12. Does your business have more than one location in City of Kissimmee?
No

B.13. Main Location

10 W Dakin Ave Kissimmee

B.14. Square footage of main location
1511

B.15. Addresses of additional business locations, if applicable

B.16. Describe Primary Industry or Business Type and Function
Bakery &Restaurant

B.17. Number of employees as of March 1st, 2020
4

B.18. Number of employees as of December 30, 2024
3

B.19 The following is voluntary, and will be used for statistical purposes only.
Is the applicant classified in any of the following categories? (Select all that apply)

- ☐ **Veteran-Owned**
- ☐ **Woman-Owned**
- ☐ **White-Owned**
- ☑ **Hispanic or Latino-Owned**
- ☐ **Black or African American-Owned**
- ☐ **Middle Eastern or North African-Owned**
- ☐ **Indigenous or Native American-Owned**
- ☐ **Asian-Owned**

If Other, please specify:

- ☐ **Prefer not to answer**

C. COVID-19 Impact

Completed by kennycake28@gmail.com on 12/18/2025 5:28 PM

Case Id: 31159
Name: KMG PARTY DESIGNER - 2025
Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

C. COVID-19 Impact

Please provide the following information.

C.1. Was your business negatively impacted by COVID-19?
Yes

C.2. How was your business impacted by COVID-19? Please specify the revenue loss per calendar year from 2019 through December 30, 2024.
COVID-19 continues to negatively impact our business through increased operating costs, inconsistent customer demand, and limited cash flow.

C.3. How are the effects of COVID-19 still negatively impacting your business?
The effects of COVID-19 continue to negatively impact our bakery and beverage business through higher ingredient and supply costs, inconsistent customer traffic, and ongoing cash flow challenges. Supply disruptions and price increases have made it difficult to maintain consistent inventory and pricing. These ongoing impacts have slowed our recovery and limited our ability to fully return to pre-pandemic revenue levels.

C.4. Describe any steps you have taken to recover from these impacts.
We reduced expenses, adjusted pricing, improved operational efficiency, and carefully managed inventory and cash flow to support recovery.

C.5. Explain how this grant will help your business recover or stabilize.
This grant will help stabilize our business by covering essential operating expenses, improving cash flow, and allowing us to continue recovery toward long-term sustainability.

C.6. Provide any additional information about your financial hardship.
Our business continues to face financial hardship due to increased operating costs and limited cash flow, which has restricted our ability to reinvest in inventory, equipment, and growth.

D. Required Documents

Completed by kennycake28@gmail.com on 12/18/2025 5:39 PM

Case Id: 31159
Name: KMG PARTY DESIGNER - 2025
Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

D. Required Documents

Please provide the following information.

Documentation

☑ **Current City of Kissimmee Business Tax Receipt** *Required
20251218_150719.jpg

☑ **State of Florida business registration from the Florida Division of Corporation (sunbiz.org) noting an "ACTIVE" status** *Required
20251218_165108.jpg

☑ **Current W-9; signed** *Required
1766097496288657005654729961 1736.jpg

☑ **Business tax returns from 2019 to 2023**
- C-Corps, S-Corps, and Limited Liability
- Sole proprietors and individual/single-owner LLCs must submit their Schedule C (Form 1040) *Required
Screenshot_20251218_152729_M365 Copilot.jpg
Screenshot_20251218_152318_M365 Copilot.jpg
Screenshot_20251218_151839_M365 Copilot.jpg
Screenshot_20251218_153700_Gmail.jpg

☑ **Supporting documentation to prove financial hardship (Lease agreement, Bank notes, etc.)** *Required
20251218_165902.jpg
20251218_165839.jpg
20251218_165812.jpg
20251218_165108.jpg
20251218_165839.jpg
20251218_165902.jpg

20251218_165902.jpg
20251218_165932.jpg
20251218_165932.jpg
20251218_165955.jpg
20251218_165955.jpg
20251218_170020.jpg
20251218_170020.jpg
20251218_170059.jpg

☑ **Additional Documents**

20251218_165108.jpg

Submit

Completed by kennycake28@gmail.com on 12/18/2025 5:53 PM

Case Id: 31159
Name: KMG PARTY DESIGNER - 2025
Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

Submit

Please provide the following information.

☑ **I (we) certify that I (we) have the authority to apply for this grant on behalf of the business described herein.**

☑ **I (we) do not have any legal actions against or from the City, including code enforcement liens or outstanding property code enforcement violations.**

☑ **I (we) certify that the business has been negatively impacted by the COVID-19 emergency as described herein, for being deemed non-essential by Florida Governor's Executive Order, or I have provided a statement in Question C2 regarding how Covid-19 negatively impacted the businesses revenue/operations.**

☑ **I (we) certify that the information contained in this application is true, complete, and correct to the best of my (our) knowledge.**

☑ **I (we) shall cooperate with City of Kissimmee, and any duly authorized representatives of the City for grant auditing purposes, as further set forth and described above.**

☑ **I (we) understand that any willful misrepresentation on this Application could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001, and shall entitle the City of Kissimmee to receive a return of any funding provided hereunder, in addition to any other remedies it may have against Applicant at law or in equity.**

☑ **I (we) further understand that, pursuant to Section 92.525, Florida Statutes, a person who knowingly makes a false declaration thereunder is guilty of the crime of perjury by false written declaration, a felony of the third degree, punishable as provided in Sections 775.082, 775.083 or 775.084, Florida Statutes.**

☑ **I (we) understand that in the event this Application is printed, signed, and delivered to City of Kissimmee, or its designated agent, in hard copy format (by mail, courier service, hand delivery, or otherwise) and not submitted electronically, then the Applicant, by virtue of its physical signature, specifically authorizes and directs City of Kissimmee, or its designated agent, to electronically sign the Application on the Applicant's behalf, for purposes of the City's file tracking and retention system.**

☑ **UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE**

FACTS STATED IN IT ARE TRUE.

Applicant Name
Kenneth Machuca

Applicant Title
Owner

Applicant Date
12/18/2025

Applicant Signature
Kenneth Machuca
Electronically signed by kennycake28@gmail.com on 12/18/2025 5:53 PM

Is there a co-applicant?
No

Admin Documents

No data saved

Case Id: 31159
Name: KMG PARTY DESIGNER - 2025
Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

Admin Documents

Please provide the following information.

Documentation

☐ **Approval Letter** *Required
***No files uploaded*

☑ **Additional Documents** *Required
20251218_165108.jpg

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
Tax Information / Federal	F.S.S. 192.105(1) - Unlawful disclosure of federal tax information; penalty. It is unlawful for any person to divulge or make known federal tax information obtained pursuant to 26 U.S.C. s. 6103, except in accordance with a proper judicial order or as otherwise provided by law for use in the administration of the tax laws of this state, and such information is confidential and exempt from the provisions of s. 119.07(1).	5

ADDENDUM TO ETHICS COMPLAINT & IMPEACHMENT REQUEST AGAINST KISSIMMEE CITY COMMISSIONER JANETTE MARTINEZ

SUBMITTED BY: JEREMY FETZER

DATE SUBMITTED: MAY 5, 2026

NOTARY ACKNOWLEDGMENT (STATE OF FLORIDA)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of May, 20 26 by **JEREMY FETZER**, who is ☐ personally known to me or ☒ has produced Florida Driver License # F224-191-25-800-0 as identification.

Signature of Notary Public – State of Florida:

Printed Name of Notary Public:

Edison J Denizard-Velez

Notary Public, State of Florida
Commission No.: HH 760041
My Commission Expires: March 10, 2030

EDISON DENIZARD-VELEZ
MY COMMISSION # HH 760041
EXPIRES: March 10, 2030

State of Florida
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399

Application Summary

Thank you for submitting your application online. The department will examine your application and notify you of the need to submit additional information or documentation to complete your application. After we have completed review of your application, a licensing inspection for sanitation and safety will be required if the facility has not been inspected within the past 120 days. If an inspection is required, an inspector will contact you soon. If you are urgently trying to open your business within the next few business days and have not heard from an inspector, please call us at 850.487.1395 to expedite your inspection. You will not be able to open for business legally until our inspector completes a satisfactory inspection and issues you a temporary license.

Profession

License Type:	**Mobile Food Dispensing Vehicle**
Application Number:	**211616**
Application Type:	**Application for a Change of Ownership of an Existing Mobile Food Dispensing Vehicle License with or without Plan Review**
Application Date:	**05/14/2024 (mm/dd/yyyy)**
License Number:	
File Number:	**64401**

Organization Detail

Organization Name:	**Forty Martinez LLC**
Business Name:	**Forty Martinez LLC**

Addresses

Main Address:	**320 E DAKIN AVE** **KISSIMMEE, FL** **34741** **US**
Phone Number:	**4074147311**
Extension:	
E-mail Address:	**janettemartinez40@yahoo.com**
Routing Instruction:	**Janette Martinez**

License Related Addresses

License Location:	**320 E DAKIN AVE** **KISSIMMEE, FL** **34741** **US**
Phone Number:	**4074147311**
Extension:	
E-mail Address:	**janettemartinez40@yahoo.com**

License Attributes Selected

Self-sufficient Mobile Food Dispensing Vehicles	Self-sufficient MFDV
County Name	Osceola

Target License

Current DBPR License Number:	MFD6252624

Food Service

# of Seats/Carts	0
Open Date	05/23/1983 (mm/dd/yyyy)

Attachments

menu.pdf

FOODTRUCK.png

Fees

License Fee	$337.00
Hospitality Education Program Fee	$10.00
Application Fee	$50.00
Total Amount Due:	$397.00

By submission of this application you affirmed the following:
Each application for a license or renewal of a license issued by the Department of Business and Professional Regulation shall be signed under oath or affirmation by the applicant, or owner or chief executive of the applicant without the need for witnesses unless otherwise required by law.

I certify that I am empowered to execute this application as required by section 559.79, Florida Statutes. I understand that my signature on this application has the same legal effect as if made under oath. All information contained on this application is true and correct.

I understand that falsification of any information on this application may result in administrative action, including a fine, suspension or revocation of the license.

Page 3 of 16

DBPR HR-7022, Commissary Services Notification

STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
Division of Hotels and Restaurants
2601 Blair Stone Road, Tallahassee, Florida 32399-1011
Phone: 850.487.1395 – E-mail: dhr.planreview@myfloridalicense.com
Internet: www2.myfloridalicense.com/hotels-restaurants/

For Office Use Only
Log Number
File Number

NOTE – This form must be submitted as part of an application packet.

Section 1 – Mobile Food Dispensing Vehicle or Temporary Commercial Kitchen Information

Owner Name: JANETTE MARTINEZ

Phone Number (include area code): 407-414-7311

Vehicle or Kitchen Name (DBA): FORTY MARTINEZ LLC

License Number: application# 211618

Section 2 – Commissary Information

Select one: This is my ☒ Primary Commissary ☐ Additional Commissary

Commissary Name: LECHONERA EL JIBARITO LLC

Commissary Address: 1985 S JOHN YOUNG PKWY

City: KISSIMMEE | Zip Code (+4 optional): 34741 | County: OSCEOLA

Phone Number (include area code): 407-694-8029

Commissary License Number (if available): SEA5911364 | E-Mail Address: lechoneraeljibarito@gmail.com

Licensed By: ☒ DBPR ☐ Department of Agriculture & Consumer Services

Section 3 – Commissary Activities

I intend to conduct the following activities at my commissary:

Dish or equipment washing	☒ Yes	☐ No	Storing food (including ice or drinks)	☒ Yes	☐ No
Dumping wastewater	☒ Yes	☐ No	Storing dry goods	☒ Yes	☐ No
Receiving potable water	☒ Yes	☐ No	Cooking and/or reheating food	☐ Yes	☒ No
Washing the outside of the vehicle	☒ Yes	☐ No	Other (Describe below)	☐ Yes	☒ No

Section 4 – Signature

Print Name	Signature	Date
JANETTE MARTINEZ		6/24/24

For additional commissaries submit a separate form for each additional commissary.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE MOBILE FOOD DISP VEHICLE (2014) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

VIN NUMBER: SELF SUFFICIENT

Page 5 of 16

FORTY MARTINEZ LLC

COQUI KITCHEN
1985 S JOHN YOUNG PKWY
KISSIMMEE FL 34741

LICENSE NUMBER: MFD5953052

EXPIRATION DATE: APRIL 1, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/23/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-1011

850-487-1395

JANETTE MARTINEZ
COQUI KITCHEN
320 E DAKIN AVE
KISSIMMEE FL 34741

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

MFD5953052 ISSUED: 09/09/2024

MOBILE FOOD DISP VEHICLE (2014)
FORTY MARTINEZ LLC
COQUI KITCHEN

IS LICENSED under the provisions of Ch.509 FS.
Expiration date : APR 1, 2025 L2409090000181

DETACH HERE

RON DESANTIS, GOVERNOR

MELANIE S. GRIFFIN, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

LICENSE NUMBER	
MFD5953052	VIN NUMBER: SELF SUFFICIENT

The MOBILE FOOD DISP VEHICLE (2014)
Named below IS LICENSED
Under the provisions of Chapter 509 FS.
Expiration date: APR 1, 2025

NON-
TRANSFERABLE

FORTY MARTINEZ LLC
COQUI KITCHEN
1985 S JOHN YOUNG PKWY
KISSIMMEE FL 34741

ISSUED: 09/09/2024 DISPLAY AS REQUIRED BY LAW SEQ # L2409090000181

BL-000574-2024 • FORTY MARTINEZ LLC • COQUI KITCHEN (1398 E VINE ST Unit:6 KISSIMMEE, FL 34744)

- Summary
- Details
- Location
- Additional Info
- Workflow
- Linked Records
- Holds
- Contacts (2)
- Fees (1)
- Bonds
- Activities
- Files (3)
- Print Documents
- Conditions
- Tasks
- Internal Notes
- Inspection Cases
- Communication (2)
- History

BL-000574-2024 • FORTY MARTINEZ LLC • COQUI KITCHEN • Issued

License Type	Classification	Industry Classification	Issued By	License Year
Business Tax Receipt	Restaurant/Food Establishment		Ayadiri Perez	2026

$ 0.00

Application Date	Expiration Date	Invoice Date	Last Renewal Date
08/27/2025	09/30/2026	08/27/2025	

Pay fees

Recent Activity

Payment Received
Amount: $50.00
Date: 08/27/2025

Workflow Activity
Action: Transfer Questions
Status: Passed
Date: 08/27/2025

Workflow Activity
Action: Renewal Documentation Verified
Status: Passed
Date: 08/27/2025

Workflow Activity
Action: Status on Old Record
Status: Passed
Date: 08/27/2025

Workflow Activity
Action: Issue Renewed BTR
Status: Passed
Date: 08/27/2025

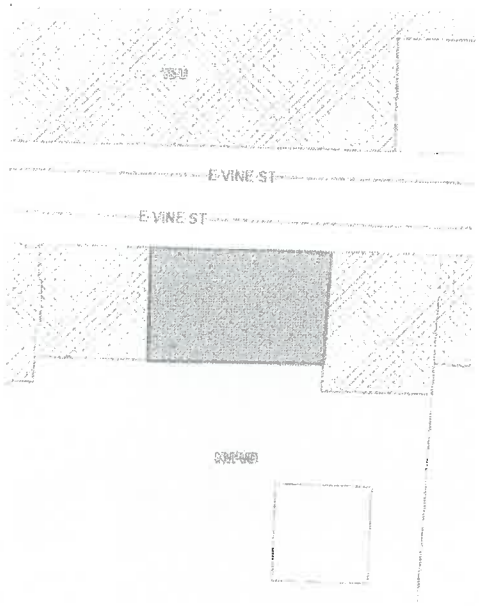
Business Details

Business Name	DBA
FORTY MARTINEZ LLC	COQUI KITCHEN

Business Type	Status
Business Tax Receipt	Applied

Location	Open Date
Commercial	

Location



Martinez, Janette
ID-000024845

Applicant

Mobile Phone
(407) 314-7315

Email
robertomartinez40@yahoo.com

Main Address
1606 SUNNY ST KISSIMMEE, FL 34741

Title

Previous Licenses

BL-000574-2024
FORTY MARTINEZ LLC

BL-000574-2024
FORTY MARTINEZ LLC

BL-000574-2024 • FORTY MARTINEZ LLC • COQUI KITCHEN (1398 E VINE ST Unit:6 KISSIMMEE, FL 34744)

- Summary
- Details
- Location
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- Contacts (2)
- Fees (1)
- Bonds
- Activities
- Files (3)
- Print Documents
- Conditions
- Tasks
- Internal Notes
- Inspection Cases
- Communication (2)
- History

License Type *: Business Tax Receipt

District *: VO

Application/Renewal Date *: 08/27/2025

Classification *: Restaurant/Food Establishment

Status *: Issued

License Year *: 2026

Assigned To:

Issued Date: 08/27/2025

Issued by *: Ayadiri Perez

Expiration Date: 09/30/2026

Account:

Last Renewal Date:

Linked Account Balance: $0.00

Description: I will have space number 6 and will be selling food at this location

BL-000574-2024 - FORTY MARTINEZ LLC - COQUI KITCHEN (1398 E VINE ST Unit:6 KISSIMMEE, FL 34744)

- Summary
- Details
- Location
- Additional Info
- Workflow
- Linked Records
- Holds
- Contacts (2)
- Fees (1)
- Bonds
- Activities
- Files (3)
- Print Documents
- Conditions
- Tasks
- Internal Notes
- Inspection Cases
- Communication (2)
- History

PROPERTY INFORMATION

Suite/Unit Number(s) if applicable: SPACE NUMBER 6

Max Building Occupancy: N/A

If the suite/unit number provided above was not found when adding the Location of your business, a completed 911 Addressing Form will be required. This form can be found below and will need to be completed by the Department located at the top of the form.

911 Addressing Form

BUSINESS INFORMATION

Detailed description of business *

I will be selling Spanish food. This is a food trailer that will be parked in space number 6. Once we are done for the day the trailer will be moved and we will repeat the process every day.

Total Square Footage of your Business *: 300 square foot

Number of Employees *: 2

Total Number of on site parking spaces *: 0

LICENSE SUBMITTAL INFORMATION

What is the requested for? *: New Business

If you have selected Transfer of Business Location, Transfer of Business Name, or Transfer of Ownership, the below information is required to be provided that pertains to the previous business.

Previous Address: na

Previous Business Name: na

Previous Ownership Name: na

Previous Business License (LTR) Number: na

BUSINESS CLASSIFICATION INFORMATION

Restaurant/Food Establishment Classification *: Restaurant (Consumption Off Site - No Seats)

PROVIDE APPLICABLE RESPONSES BELOW BASED ON THE RESTAURANT/FOOD ESTABLISHMENT CLASSIFICATION SELECTED ABOVE:

CAFETERIA/DINING ROOM/RESTAURANT (WITH SEATS)

Number of seats

Where is the seating located?

Will consumption of alcohol be served? *: NO

EMERGENCY CONTACT INFORMATION

Business Phone Number *: 407-414-7311

Business Owner Primary Phone Number *: 407-414-7311

Business Owner Other Phone Number

Is there a fire alarm system? *: YES

If YES, pick one of the following.

Is there a burglary system? *: NO

If YES, pick one of the following.

BUSINESS TAX RECEIPT

City of Kissimmee
Development Services Center
101 Church Street
Kissimmee, Florida 34741

BUSINESS NAME: FORTY MARTINEZ LLC

DBA: COQUI KITCHEN

Business Type(s): Restaurant (Consumption Off Site - No Seats)

BUSINESS OWNER: JANETTE MARTINEZ

BUSINESS LOCATION: 1398 E VINE ST 6
KISSIMMEE, FL 34744

Business Tax Receipt No: BL-000574-2024

License Year: 2026

Effective Date: 08/27/2025
Expiration Date: 09/30/2026

LATE PENALTIES: AS OF OCTOBER 1 - 10% AS OF NOVEMBER 1 - 15% AS OF DECEMBER 1 - 20% AS OF JANUARY 1 - 25%
OPERATING A BUSINESS WITHOUT A BUSINESS TAX RECEIPT IS SUBJECT TO CIVIL ACTIONS AND A PENALTY OF UP TO $250.

Business Occupancy Limit: N/A persons.

Please contact Fire Prevention at 407.518.2202 for questions about maximum occupancy load.

ITEM 8.D
Commission Action on Sworn Complaint Against Mayor Jackie Espinosa

Request

Commission Action on the sworn complaint.

Explanation

Pursuant to Chapter 30, Article II (Code of Ethics) of the City Code of Ordinances, the City Clerk received a sworn complaint against Mayor Espinosa on April 30, 2026. In accordance with Section 30-25(2), the City is required to request the appointment of a special prosecutor to investigate described the complaint.

Staff is seeking action from the Commission to transmit the complaint to the Chief Circuit Judge of the Ninth Judicial Circuit to appoint a Special Prosecutor to determine probable cause and, if same is found, to prosecute the case at trial before the City Commission. Should the Commission approve the proposed Resolution to temporarily suspend enforcement of Section 30-25, Staff recommends that this complaint be withheld until such time as the Code is amended.

Recommendation

Action on the sworn complaint and transmission to the Chief Judge of the Ninth Judicial Circuit.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Complaint for Investigation and Determination of Residency Compliance for Mayor Espinosa (05-01-2026)

COMPLAINT FOR INVESTIGATION AND DETERMINATION OF RESIDENCY COMPLIANCE (FORFEITURE OF OFFICE, IF WARRANTED)

(Pursuant to the Kissimmee City Charter, Chapter 30, Section 30-25 of the Code of Ordinances, and applicable Florida law)

FILING COVER LETTER

Date: May 1, 2026

To:
City Clerk
City of Kissimmee
101 Church St.
Kissimmee, FL 34741

Re: Complaint for Investigation and Determination of Residency Compliance – Mayor Jackie Espinosa

Dear City Clerk,

Please accept the enclosed Complaint submitted by Lillian Evans for filing and processing pursuant to the Kissimmee City Charter. The Complaint requests a formal determination regarding the Respondent's compliance with Charter residency requirements, based on multiple government records reflecting materially inconsistent residential indicators.

The Petitioner respectfully requests that this matter be:

1. Accepted into the official record;

2. Reviewed under applicable Charter provisions; and

3. Referred, if appropriate, to a Special Magistrate or independent authority for investigation and findings.

Please confirm receipt and advise of the next procedural steps.

Respectfully submitted,

Lillian Evans

COVER SHEET

Petitioner: Lillian Evans
Respondent: Mayor Jackie Espinosa
Governing Body: City of Kissimmee
Subject: Complaint for Investigation and Determination of Residency Compliance
Date: May 1, 2026

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I. INTRODUCTION

Petitioner, Lillian Evans, respectfully submits this Complaint requesting a formal investigation and determination regarding the residency qualifications of Mayor Jackie Espinosa.

This Complaint is based on public records, law enforcement reports, corporate filings, voter registration data, and sworn disclosures reflecting multiple, conflicting residential indicators associated with the Respondent and her household.

This Complaint is submitted pursuant to Chapter 30, Section 30-25 of the Code of Ordinances of the City of Kissimmee, and in accordance with Florida Statutes Chapter 112 Part III.

This filing does not allege criminal conduct. It seeks a formal Charter determination as to whether the Respondent satisfies the residency requirements required to hold office.

II. JURISDICTION AND AUTHORITY

This Complaint is submitted pursuant to the Kissimmee City Charter governing qualifications for elected office.

A. Residency Requirement

Elected officials must maintain residency within the City during their term.

B. Forfeiture / Vacancy

An office may be declared vacant where an official:

- Ceases to meet the required qualifications;
- Fails to maintain lawful residency; or
- Is otherwise ineligible to hold office.

C. Ethics Framework (Supportive Authority)

Florida Statutes § 112.311
Florida Statutes § 112.313

D. Independent Review

Where material factual disputes exist, referral to a Special Magistrate or independent authority is appropriate.

III. STATEMENT OF FACTS

1. 1520 Neo Landings Loop Apt 305, Kissimmee, FL (Respondent voter registration)

2. 700 Aultman St Apt 185, Kissimmee, FL (Spouse voter registration)

3. 258 Oakhurst Circle, Kissimmee, FL (HOA filings and law enforcement reports)

4. 2603 Quarterdeck Ct, Kissimmee, FL (Homestead-designated property)

5. 2800 Swoop Cir, Kissimmee, FL 34747 (Financial disclosure – sworn)

6. 1009 Spring Meadow Dr, Kissimmee, FL 34741 (Campaign filing – sworn)

7. 2800 Swoop Circle, Kissimmee, FL 34741 (Candidate oath – notarized)

8. Material Inconsistency

Collectively, these records demonstrate multiple residential addresses across sworn and official filings, creating a **material inconsistency requiring formal determination** regarding the Respondent's lawful primary residence.

IV. CHARTER GROUNDS FOR REVIEW

1. Residency Qualification Question
2. Conflicting Official Representations
3. Public Trust Considerations
4. Need for Formal Determination

V. SUPPORTING EVIDENCE AND EXHIBITS

Exhibit A – Respondent Voter Registration
Exhibit B – Spouse Voter Registration
Exhibit C – Property/Homestead Records
Exhibit D – HOA Corporate Filings
Exhibit E – Sheriff's Office Reports
Exhibit F – Police Report
Exhibit G – Financial Disclosure (2800 Swoop Cir)
Exhibit H – Campaign Filing (1009 Spring Meadow Dr)
Exhibit I – Candidate Oath (2800 Swoop Cir)

VI. REQUEST FOR RELIEF

WHEREFORE, Petitioner respectfully requests that the City of Kissimmee:

1. Accept this Complaint for filing;

2. Initiate a formal investigation into the Respondent's residency status;

3. Refer the matter to a Special Magistrate or independent authority for investigation and findings;

4. Determine whether the Respondent is in compliance with the Kissimmee City Charter;

5. If a violation is established, impose appropriate remedies, including forfeiture of office; and

6. Grant such other relief as deemed appropriate.

SIGNATURE

Respectfully submitted,

Lillian Evans

Petitioner

Address: 1715 Sunny St
Kissimmee, FL 34741

Phone: 321-746-2043
Email: LillianEvansDogs@Yahoo.com

Date: 5-1-26

VII. VERIFICATION (AFFIDAVIT)

STATE OF FLORIDA
COUNTY OF OSCEOLA

Before me, the undersigned authority, personally appeared Lillian Evans, who, being first duly sworn, states:

1. I am the Petitioner;
2. I have reviewed this Complaint;
3. The facts stated herein are true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Lillian Evans

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 1st day of May, 2026, by Lillian Evans, who is ☐ personally known to me or ☒ has produced Drivers license as identification.

Notary Public, State of Florida

Notary Public State of Florida
Paula Armas Pozo
My Commission HH 473930
Expires 12/17/2027

Print Name: Paula Armas Pozo

Commission Number: HH473930

My Commission Expires: 12/17/2027

Voter Registration

NAME	ID NUMBER
Espinosa, Eva Jacqulyn	113186423

COUNTY	PRECINCT	REGISTRATION DATE
Osceola	2104	1992-01-16

PARTY	DATE OF BIRTH	SEX	RACE
DEM	1968-08-09	Female	Hispanic

CONGRESS	STATE SENATE	STATE HOUSE
9	25	47

COUNTY COMISSION	SCHOOL BOARD	CITY CODE
2	2	

PHYSICAL ADDRESS
1520 Neo Landings Loop Apt 305 Kissimmee, FL 34744

MAILING ADDRESS
1520 Neo Landings Loop Apt 305 Kissimmee, FL 34744

Voting History

Voter Registration

NAME	ID NUMBER
Espinosa, Jorge Enrique	113186424

COUNTY	PRECINCT	REGISTRATION DATE
Osceola	4101	1992-01-16

PARTY	DATE OF BIRTH	SEX	RACE
DEM	1966-02-03	Male	Hispanic

CONGRESS	STATE SENATE	STATE HOUSE
9	25	46

COUNTY COMISSION	SCHOOL BOARD	CITY CODE
4	4	

PHYSICAL ADDRESS
700 Aultman St Apt 185 Kissimmee, FL 34741

MAILING ADDRESS
700 Aultman St Apt 185 Kissimmee, FL 34741

Voting History

CFN 2010129101
Bk 04029 Pgs 2892 - 2893; (2pgs
DATE: 09/07/2010 03:46:17 PM
MALCOM THOMPSON, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 18.50
DEED DOC 1,120.00

Prepared By and Return To:
Name: Suzanne Dunford / REO Closing Coordinator
Law Offices of David J. Stern, P.A.
900 South Pine Island Road; Suite 600
Plantation, FL 33324

Folio Number: R052530-495300010020
FHLMC No.: 473786869
Asset No.: 737730
File No. 10-C33811

Special Warranty Deed

THIS INDENTURE, made this 23 day of August, 2010 between **FEDERAL HOME LOAN MORTGAGE CORPORATION, organized and existing under the laws of the United States of America,** whose address is: 5000 Plano Parkway, Carrollton, Texas 75010 **hereinafter called the Grantor,** to **JORGE M. ESPINOSA, a single man hereinafter called the Grantee,** whose mailing address is : **2603 Quarterdeck Ct, Kissimmee, FL 34743**

(Wherever used herein the terms "Grantor and Grantee" include the parties to this instrument and their heirs, legal representatives and assignees of individuals, and assigns of corporations)

WITNESSETH: the Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged by these presents does grant, bargain and sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Osceola County Florida, viz:

LOT 2, SARATOGA PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 123 THROUGH 125, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA

Subject to: Restrictions, limitations, conditions, reservations, covenants and easements of Record, if any, all applicable zoning ordinances, and Taxes for the current year and all subsequent years.

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in otherwise appertaining.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

BRUCE VICKERS, CFC, CFBTO, ELC.
OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2023

PARCEL ACCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R052530-495300010020	CL-0011088	1023993	AX, HX	300

**See back for code description

ESPINOSA JORGE M
2603 QUARTERDECK CT
KISSIMMEE, FL 34743

2603 QUARTERDECK CT

SARATOGA PARK PB 10 PG 123-125 LOT 2

$2,327.03

Paid 11/27/2023

MAILING ADDRESS: PO BOX 422105 • KISSIMMEE, FL 34742-2105

AD VALOREM TAXES

TAXING AUTHORITY		MILL RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OSCEOLA CO	407-742-1800	6.7000	160,256	50,000	110,256	738.72
SAVE OSC MAN	407-742-1800	0.0949	160,256	50,000	110,256	10.46
EMER MED SRV	407-742-1800	1.0682	160,256	50,000	110,256	117.78
SCH STATE LW	407-870-4823	3.2560	160,256	25,000	135,256	440.39
SCH LOCAL BD						
CAPITAL OUTLAY	407-870-4823	1.5000	160,256	25,000	135,256	202.89
DISCRETIONARY	407-870-4823	0.7480	160,256	25,000	135,256	101.17
SFWMD EVERG	561-686-8800	0.0327	160,256	50,000	110,256	3.61
SO FL WATER	561-686-8800	0.0948	160,256	50,000	110,256	10.45
SFWMD OKEE	561-686-8800	0.1026	160,256	50,000	110,256	11.31
LIBRARY DIST	407-742-1800	0.3000	160,256	50,000	110,256	33.08
SAVE OSC DBT	407-742-1800	0.0677	160,256	50,000	110,256	7.46
	TOTAL MILLAGE	13.9649		AD VALOREM TAXES		$1,677.32

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
Fire Rescue Residential Units	407-742-1800	@ 245.7600	245.76
Household Chemical Waste	407-742-1800	@ 4.0000	4.00
Saratoga Park Pond	407-742-1800	@ 125.0000	125.00
Solid Waste- Waste Management	407-742-7750	@ 371.9100	371.91
		NON-AD VALOREM ASSESSMENTS	$746.67

COMBINED TAXES AND ASSESSMENTS	$2,423.99
If Postmarked By	Nov 30, 2023
Please Pay	$0.00

BRUCE VICKERS, CFC, CFBTO, ELC.
OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2023

If Postmarked By	Nov 30, 2023
Please Pay	$0.00

MUST BE PAID IN U.S. FUNDS THROUGH A U.S. BANK (NO POST DATED CHECKS) TO BRUCE VICKERS, TAX COLLECTOR • PO BOX 422105 • KISSIMMEE, FL 34742

RETURN WITH PAYMENT.

ESPINOSA JORGE M
2603 QUARTERDECK CT
KISSIMMEE, FL 34743

1+1023993+2023

**See back for code description

PARCEL ACCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R052530-495300010020	CL-0011088	1023993	AX, HX	300

Paid 11/27/2023 Receipt # 098006 $2,327.03

Paid By ROCKET MORTGAGE LLC ISAOA ATIMA

BRUCE VICKERS, CFC, CFBTO, ELC.
OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2024

PARCEL ACCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R052530-495300010020	CL-0011088	1023993	AX, HX	300

**See back for code description

ESPINOSA JORGE M
2603 QUARTERDECK CT
KISSIMMEE, FL 34743

2603 QUARTERDECK CT

SARATOGA PARK PB 10 PG 123-125 LOT 2

$2,405.81

Paid 11/27/2024 Receipt # 0103934

MAILING ADDRESS: PO BOX 422105 • KISSIMMEE, FL 34742-2105

AD VALOREM TAXES

TAXING AUTHORITY		MILL RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OSCEOLA CO	407-742-1800	6.7000	165,063	50,000	115,063	770.92
SAVE OSC MAN	407-742-1800	0.0960	165,063	50,000	115,063	11.05
EMER MED SRV	407-742-1800	1.0682	165,063	50,000	115,063	122.91
SCH STATE LW	407-870-4823	3.0950	165,063	25,000	140,063	433.49
SCH LOCAL BD						
CAPITAL OUTLAY	407-870-4823	1.5000	165,063	25,000	140,063	210.09
DISCRETIONARY	407-870-4823	0.7480	165,063	25,000	140,063	104.77
SFWMD EVERG	561-686-8800	0.0327	165,063	50,000	115,063	3.76
SO FL WATER	561-686-8800	0.0948	165,063	50,000	115,063	10.91
SFWMD OKEE	561-686-8800	0.1026	165,063	50,000	115,063	11.81
LIBRARY DIST	407-742-1800	0.3000	165,063	50,000	115,063	34.52
SAVE OSC DBT	407-742-1800	0.0666	165,063	50,000	115,063	7.66

TOTAL MILLAGE 13.8039 AD VALOREM TAXES $1,721.89

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
Fire Rescue Residential Units	407-742-1800	@ 245.1800	245.18
Household Chemical Waste	407-742-1800	@ 4.0000	4.00
Saratoga Park Pond	407-742-1800	@ 153.0000	153.00
Solid Waste- Waste Management	407-742-7750	@ 381.9800	381.98

NON-AD VALOREM ASSESSMENTS $784.16

COMBINED TAXES AND ASSESSMENTS	$2,506.05
If Postmarked By	Nov 30, 2024
Please Pay	$0.00

BRUCE VICKERS, CFC, CFBTO, ELC.
OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2024

If Postmarked By	Nov 30, 2024
Please Pay	$0.00

MUST BE PAID IN U.S. FUNDS THROUGH A U.S. BANK (NO POST DATED CHECKS) TO BRUCE VICKERS, TAX COLLECTOR • PO BOX 422105 • KISSIMMEE, FL 34742

RETURN WITH PAYMENT.

ESPINOSA JORGE M
2603 QUARTERDECK CT
KISSIMMEE, FL 34743

1+1023993+2024

**See back for code description

PARCEL ACCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R052530-495300010020	CL-0011088	1023993	AX, HX	300

Paid 11/27/2024 Receipt # 0103934 $2,405.81

Paid By ROCKET MORTGAGE LLC ISAOA ATIMA

BRUCE VICKERS, CFC, CFBTO, ELC.
OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2025

PARCEL ACCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R052530-495300010020	CL-0011088	1023993	AX, HX	300

**See back for code description

ESPINOSA JORGE M
2603 QUARTERDECK CT
KISSIMMEE, FL 34743

2603 QUARTERDECK CT

SARATOGA PARK PB 10 PG 123-125 LOT 2

$2,549.63

Paid 11/25/2025 Receipt # 0118760

MAILING ADDRESS: PO BOX 422105 • KISSIMMEE, FL 34742-2105

AD VALOREM TAXES

TAXING AUTHORITY		MILL RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OSCEOLA CO	407-742-1800	6.7000	169,849	50,722	119,127	798.15
SAVE OSC MAN	407-742-1800	0.2500	169,849	50,722	119,127	29.78
EMER MED SRV	407-742-1800	1.0682	169,849	50,722	119,127	127.25
SCH STATE LW	407-870-4823	3.0580	169,849	25,000	144,849	442.95
SCH LOCAL BD						
CAPITAL OUTLAY	407-870-4823	1.5000	169,849	25,000	144,849	217.27
DISCRETIONARY	407-870-4823	0.7480	169,849	25,000	144,849	108.35
SFWMD EVERG	561-686-8800	0.0327	169,849	50,722	119,127	3.90
SO FL WATER	561-686-8800	0.0948	169,849	50,722	119,127	11.29
SFWMD OKEE	561-686-8800	0.1026	169,849	50,722	119,127	12.22
LIBRARY DIST	407-742-1800	0.3000	169,849	50,722	119,127	35.74
SAVE OSC DBT	407-742-1800	0.0000	169,849	50,722	119,127	0.00

TOTAL MILLAGE 13.8543 AD VALOREM TAXES $1,786.90

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
Fire Rescue Residential Units	407-742-1800	@ 312.0100	312.01
Household Chemical Waste	407-742-1800	@ 4.0000	4.00
Saratoga Park Pond	407-742-1800	@ 156.0000	156.00
Solid Waste- Waste Management	407-742-7750	@ 396.9500	396.95

NON-AD VALOREM ASSESSMENTS $868.96

COMBINED TAXES AND ASSESSMENTS $2,655.86

If Postmarked By	Nov 30, 2025
Please Pay	$0.00

BRUCE VICKERS, CFC, CFBTO, ELC.
OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2025

If Postmarked By	Nov 30, 2025
Please Pay	$0.00

MUST BE PAID IN U.S. FUNDS THROUGH A U.S. BANK (NO POST DATED CHECKS) TO BRUCE VICKERS, TAX COLLECTOR • PO BOX 422105 • KISSIMMEE, FL 34742

RETURN WITH PAYMENT.

ESPINOSA JORGE M
2603 QUARTERDECK CT
KISSIMMEE, FL 34743

1+1023993+2025

**See back for code description

PARCEL ACCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R052530-495300010020	CL-0011088	1023993	AX, HX	300

Paid 11/25/2025 Receipt # 0118760 $2,549.63

Paid By ROCKET MORTGAGE LLC ISAOA ATIMA

9:30

No Events No Name History

Detail by Entity Name

Florida Not For Profit Corporation

OAKHURST ESTATES HOMEOWNERS ASSOCIATION, INC.

Filing Information

Document Number	N18000004870
FEI/EIN Number	59-2646952
Date Filed	04/30/2018
State	FL
Status	ACTIVE

Principal Address

264 OAKHURST CIRCLE
KISSIMMEE 34744 UN

Changed: 02/16/2021

Mailing Address

264 OAKHURST CIRCLE
KISSIMMEE 34744 UN

Changed: 02/16/2021

Registered Agent Name & Address

LINK, MICHAEL H
264 OAKHURST CIRCLE
KISSIMMEE, FL 34744

Address Changed: 02/16/2021

Officer/Director Detail

Name & Address

Title P

Espinosa, Jackie
258 OAKHURST CIRCLE
KISSIMMEE, FL 34744

Title VP

Link, Michael H
264 OAKHURST CIRCLE
KISSIMMEE, FL 34744

Title S

LINK, MICHELLE K
264 OAKHURST CIRCLE
KISSIMMEE, FL 34744

Title T

GORDON, SCOTT
246 OAKHURST CIRCLE
KISSIMMEE, FL 34744

Annual Reports

Report Year	Filed Date
2024	02/[illegible]
2025	0
2026	0

search.sunbiz.org

Document Images

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N18000004870

Entity Name: OAKHURST ESTATES HOMEOWNERS ASSOCIATION, INC.

Current Principal Place of Business:

264 OAKHURST CIRCLE
KISSIMMEE, 34744

Current Mailing Address:

264 OAKHURST CIRCLE
KISSIMMEE, 34744 UN

FEI Number: 59-2646952

Name and Address of Current Registered Agent:

LINK, MICHAEL H
264 OAKHURST CIRCLE
KISSIMMEE, FL 34744 US

FILED
Jul 21, 2025
Secretary of State
1607594869CC

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	ESPINOSA, JACKIE
Address	258 OAKHURST CIRCLE
City-State-Zip:	KISSIMMEE FL 34744

Title	S
Name	LINK, MICHELLE K
Address	264 OAKHURST CIRCLE
City-State-Zip:	KISSIMMEE FL 34744

Title	VP
Name	LINK, MICHAEL H
Address	264 OAKHURST CIRCLE
City-State-Zip:	KISSIMMEE FL 34744

Title	T
Name	GORDON, SCOTT
Address	246 OAKHURST CIRCLE
City-State-Zip:	KISSIMMEE FL 34744

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL H LINK VP 07/21/2025

Electronic Signature of Signing Officer/Director Detail — Date

2026 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N18000004870

FILED
Jan 13, 2026
Secretary of State
4311076834CC

Entity Name: OAKHURST ESTATES HOMEOWNERS ASSOCIATION, INC.

Current Principal Place of Business:

264 OAKHURST CIRCLE
KISSIMMEE, 34744

Current Mailing Address:

264 OAKHURST CIRCLE
KISSIMMEE, 34744 UN

FEI Number: 59-2646952

Name and Address of Current Registered Agent:

LINK, MICHAEL H
264 OAKHURST CIRCLE
KISSIMMEE, FL 34744 US

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	ESPINOSA, JACKIE
Address	258 OAKHURST CIRCLE
City-State-Zip:	KISSIMMEE FL 34744

Title	S
Name	LINK, MICHELLE K
Address	264 OAKHURST CIRCLE
City-State-Zip:	KISSIMMEE FL 34744

Title	VP
Name	LINK, MICHAEL H
Address	264 OAKHURST CIRCLE
City-State-Zip:	KISSIMMEE FL 34744

Title	T
Name	GORDON, SCOTT
Address	246 OAKHURST CIRCLE
City-State-Zip:	KISSIMMEE FL 34744

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL H LINK VP 01/13/2026

Electronic Signature of Signing Officer/Director Detail — Date

OSCEOLA COUNTY SHERIFF'S OFFICE
CALL DETAIL REPORT

Call Number: 26C018484

Nature: SUSP INC 13I
Reported: 17:31:11 02/01/26
Rcvd By: LAWSON, BAILEY
How Rcvd: R
Occ Btwn: 17:30:42 02/01/26 and 17:31:11 02/01/26
Type: I
Priority: 1
Address: 258 OAKHURST CIR
City: KISSIMMEE
Alarm:

COMPLAINANT/CONTACT

Complainant: OSCEOLA CO SO, ADMINISTRATION
Race: **Sex:** **DOB:** **/**/**
Address: 2601 E IRLO BRONSON MEM HWY, KISSIMMEE
Home Phone: (407)348-1100 BUSN **Work Phone:** (407)348-2222

Contact: LT GRIFFEN
Address:
Phone:

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agency	Description
QUIJANO, STEVEN	17:40:10 02/01/26	262	ASSGN	57	OCSO	(MDC) Assigned to a call incid#=26I011847 call=3791
OSORIO, EDEL	18:22:47 02/01/26	253	ENRT	57	OCSO	(MDC) Assisting unit 262 incid#=26I011847 call=3791
QUIJANO, STEVEN	18:22:48 02/01/26	262	ENRT	57	OCSO	(MDC) Enroute to a call incid#=26I011847 call=3791
FERNANDEZ	18:33:44 02/01/26	253	ARRVD	57	OCSO	incid#=26I011847 ARRIVED ON SCENE call=3791

OSCEOLA COUNTY SHERIFF'S OFFICE

Deputy Report for Incident 26I011847

Nature: HARASSMENT 63R
Location: 5701

Address: 258 OAKHURST CIR KISSIMMEE FL 34744

Offense Codes:
Received By: LAWSON, BAILEY
How Received: R
Agency: OCSO
Responding Officers: QUIJANO, STEVEN, OSORIO, EDEL, FISHER, JOR
Responsible Officer: QUIJANO, STEVEN
Disposition: CLO 02/03/26
When Reported: 17:31:11 02/01/26
Occurred Between: 17:30:42 02/01/26 and 17:31:11 02/01/26

Assigned To: CURTIS, ANGELA
Status: INF
Detail: PCU
Status Date: 02/03/26
Date Assigned: **/**/**
Due Date: **/**/**

Complainant: 405201
Last: OSCEOLA CO SO
First: ADMINISTRATION
Mid:
DOB: **/**/**
Dr Lic:
Address: 2601 E IRLO BRONSON MEM HWY
Race:
Sex:
Phone: (407)348-1100 BUSN
City: KISSIMMEE, FL 34744

Offense Codes

Reported:

Circumstances

LT26 HIGHWAY/ROADWAY
LT01 SINGLE FAMILY RESIDENCE
LT29 MOTOR VEHICLE

Responding Officers:

	Unit :
QUIJANO, STEVEN	262
OSORIO, EDEL	253
FISHER, JOR	S26

Responsible Officer: QUIJANO, STEVEN
Received By: LAWSON, BAILEY
How Received: R RADIO
When Reported: 17:31:11 02/01/26

Agency: OCSO
Last Radio Log: 22:35:38 02/01/26 CMPLT
Clearance: R REPORT TAKEN
Disposition: CLO **Date:** 02/03/26

QUIJANO, STEVEN	21:45:28 02/01/26	262	VHINQ	62	OCSO	MDC: [redacted]
FERNANDEZ ,C	21:49:15 02/01/26	262	ENRT	57	OCSO	incid#=26I011847 98 B REF T50 call=3791
QUIJANO, STEVEN	21:49:33 02/01/26	262	ARRVD	57	OCSO	(MDC) Arrived on scene incid#=26I011847 call=3791
MARTINEZ, AARON	22:15:23 02/01/26	262	4	57	OCSO	incid#=26I011847 Affirmative call=3791
MARTINEZ, AARON	22:35:38 02/01/26	262	CMPLT	57	OCSO	incid#=26I011847 R disp:ACT clr:R call=3791

17:30:42 02/01/2026 - LAWSON, BAILEY
LT GRIFFEN ADV DS QUIJANO WILL HANDLE WHEN ONDT
17:31:27 02/01/2026 - MARTINEZ, AISLIN
lt griffin req inc nbr / adv hold for ds quijano will handle when ondt
22:35:21 02/01/2026 - MARTINEZ, AARON - From: QUIJANO, STEVEN
ROUTINE CHECKS NEXT TWO WEEKS 1800-0600 HRS
22:35:30 02/01/2026 - MARTINEZ, AARON
Nature change from SUSP INC 13I to HARASSMENT 63R for Active call 3791

Unit	Time/Date	
253	18:22:47 02/01/26	ENRT
253	18:33:44 02/01/26	ARRVD
253	18:44:55 02/01/26	4
253	18:52:05 02/01/26	NMINQ
253	18:52:06 02/01/26	DLINQ
253	18:58:59 02/01/26	DLINQ
253	19:05:30 02/01/26	58
253	19:07:51 02/01/26	TT
253	19:08:29 02/01/26	4
253	19:15:44 02/01/26	VHINQ

Written by: D/S S. Quijano #3593
Incident #: 26I011847
Zone: 57

Informational Report

On February 1, 2026, at approximately 1822 hours, I responded to [redacted] in reference to a suspicious incident. Upon arrival, I contacted the complainant [redacted], who provided the following verbal statement.

[redacted] stated that on November 27, 2025, she was contacted via Facebook Messenger by a white female later identified as Lillian Marie Evans. Evans initiated communication regarding [redacted] support of a nonprofit organization known as the Osceola Response Team, operated by Richard Herr. According to [redacted], Evans expressed disagreement with the organization and specifically raised concerns alleging that homeless individuals were not being fed. In an effort to address those concerns in a formal setting, [redacted] offered Evans the opportunity to meet and assisted in arranging a meeting at City Hall scheduled for December 2, 2025; however, Evans did not attend.

[redacted] stated that later that month she attended the Festival of Lights in downtown Kissimmee, where she observed Evans recording her with a cellular phone and following her throughout the event while continuing to record.

[redacted] explained that Commission meetings are held on the first and third Tuesday of each month. After missing the previously scheduled meeting, Evans attended two Commission meetings on separate dates. During those meetings, Evans addressed the board and expressed political views regarding grant funding issued in 2022 during the COVID-19 period. [redacted] stated Evans spoke loudly from the podium and addressed her directly by her first name, [redacted] reported she instructed Evans to address the board as a whole rather than her personally.

[redacted] further reported that Evans later began posting publicly on Facebook about their communications and matters discussed during Commission meetings. She stated Evans also made statements about her online, including a post that read, "Dictator Maduro not only tried to silence the citizens, she tried to shut down the commissioner."

According to [redacted], Evans continued similar behavior during the Commission meeting held on January 20, 2026. After the meeting concluded, [redacted] observed Evans standing outside near the area where her vehicle was parked, accompanied by another female who had also attended the meeting. Due to concern over Evans' recent and ongoing behavior, Mrs. Espinosa was escorted to her vehicle by law enforcement. She advised this incident was recorded.

[redacted] stated that on January 21, 2026, she was contacted by a tenant of Evans identified as "Mary." According to [redacted] Mary alleged Evans instructed her to sign a document that Evans later notarized. Mary reportedly did not understand the nature of the document and was concerned it could be used against [redacted] stated Mary also made allegations regarding living conditions and other accusations against Evans. [redacted] advised Mary to contact law enforcement; however, Mary declined. Out of concern for

Mary's well-being, [redacted] contacted the Kissimmee Police Department to request a wellness check.

[redacted] stated she was later informed that Code Enforcement responded to 1715 Sunny Street, Kissimmee, where Mary resided, and left a notice requesting Evans contact them regarding a trailer on the property. [redacted] stated a photograph of the notice was obtained. She further stated that after this Code Enforcement contact, Evans accused her of targeting her, and Evans' behavior escalated.

[redacted] reported that on January 31, 2026, at approximately 1218 hours, she arrived at her residence located at [redacted], and observed a suspicious red Chevrolet Corvette parked at a neighboring residence at approximately the same time. She stated there were no surveillance cameras at her home or at the neighboring residence where the vehicle was parked. Mrs. [redacted] contacted her neighbors, who advised they did not recognize the vehicle. As she exited her driveway, the Corvette departed the area, which she found suspicious, and she began recording the vehicle. The video captured a red Corvette bearing Florida tag 1FUNV3T.

[redacted] stated that while traveling on Neptune Road toward Lakeshore Boulevard, the Corvette appeared to increase speed and distance itself from her vehicle. She reported that while on Lakeshore Boulevard, the Corvette made a U-turn and, as it passed her vehicle, the driver lowered a window, extended a hand, and displayed the middle finger. [redacted] stated the vehicle's windows were heavily tinted, and she could not determine the driver's identity beyond observing a white hand. She believed the vehicle had been parked near her residence to monitor her.

[redacted] stated she is aware Evans operates a yellow and a black Corvette but not a red one, although Evans is affiliated with a Corvette owners' club.

[redacted]

[redacted] stated all interactions and statements made by Evans have been political in nature and that Evans has not made direct threats of physical harm. [redacted] reported she learned Evans had a prior arrest involving stalking elected officials, although this was not verified at the time of the report.

[redacted] alleged Evans was influenced by members of an opposition political group identified as Olga Carino and Wade Choate; however, no information or evidence was provided to support this claim. She further stated these individuals have shared social media posts, photographs of [redacted], and portions of their communications online.

[redacted] was provided with an Axon Community link and stated she will upload photographs of their messages, video from the January 20, 2026, Commission meeting, and the Corvette incident for evidentiary review.

[redacted] requested confidentiality under Marsy's Law.

This report will be forwarded to the Criminal Investigation Division for further investigation. This incident was recorded using my agency-issued Axon body-worn camera.

Espinosa invoked her Marsy`s Rights

On 03/11/2026, at approximately 1158 hours, I, Cpl. M. Diaz # 597, responded to 101 Church Street (Kissimmee City Hall) in reference to a suspicious incident.

Upon arrival, I made contact with Eva Jacqulyn Espinosa, the person reporting. Espinosa is the Mayor of the City of Kissimmee. Her Florida DL identified Espinosa. Espinosa provided me with a sworn written statement to the following: Espinosa stated that a female by the name of Lillian Evans, who resides at 1715 Sunny Street, has been continuously harassing her by cyber bullying, showing up at events that are private and city events. Evans has been posting photos from events of city officials. Espinosa believes Evans has been posting hate messages to incite hatred and is recruiting citizens to join her mission to be disruptive. Espinosa stated that Evans has shown up at appointed board members private residences and she has shown up to question Toho Water appointed board member. Espinosa stated Evans takes pictures as she watches events, and post them on social media. Espinosa believes Evans has collaborated with other individuals Wade Choate and Claudia Zuco to spread hate. Espinosa stated all the individuals to include Evans have criminal history and one of the charges is stalking. Espinosa stated Evans has a prior charge for stalking an elected official. Espinosa wrote that Evans is a threat as it is now a repetitive pattern of conduct. Zuco has joined Evans by contacting Espinosa via Facebook and emails. Espinosa blocked Zuco to avoid any issues with the individuals. Choate has also joined Evans` disruptive conduct and threats. Espinosa wanted this documented to take the information to the State Attorney`s Office. Evans constantly sends subjects to Espinosa`s family owned restaurant, she loiters around multiple properties that belong to Espinosa, taking pictures and posting them online. Evans also make racial comments. Espinosa stated she would document all the post and harassment with photos. Evans also calls another subject named Richard to be disruptive but he attempts to calm her down and ask her not to curse. Espinosa stated she appreciates community involvement but believes this is becoming dangerous in nature and needs to be documented. Espinosa understand people are not always going to be happy with her decisions as Mayor but believes this borders harassment, stalking and cyber bullying. Espinosa thinks this a danger to public safety.

I asked Espinosa if Evans had made any directs threats to her in person or by via electronic messages and she said no. I asked if Evans had battered her or any of her employees and she said no.

Espinosa stated that her husband`s vehicle was damaged last month and she thinks someone that knows Evans did it. Reference case number 26-002050.

I provided Espinosa an evidence.com link to upload any relevant messages or post to her incident that Evans or any of the above-mentioned subjects have posted.

I then responded to 1715 Sunny Street, which is Evans, listed address. I spoke with Evans via Ring Door bell camera since she was not at her residence. Evans did not want to speak in person because she does not like the Kissimmee Police Department. Evans stated she does not care for Espinosa but she does not have anything against her. Evans stated she just documents the truth and expresses her dislike for the city officials at meetings. Evans stated she shows up to public events and commission meeting because she can and wants to speak her mind about Espinosa stealing money. Evans stated she reported Espinosa to the Department of Government Efficiency for theft city funds and she believes this is retaliation for her report. I asked Evans if she showed up to a city official`s residence and she said no. I asked her how close she gets when taking pictures and she stated she stays more than 10 feet away from Espinosa because she does not want anyone taking picture that appears she is with Espinosa. Evans did say that she post her dislike for the city officials to include Espinosa and she post her opinion on social media. Evans eluded to the fact that she is suing Espinosa but would not go into details about the lawsuit. I offered Evans the opportunity to meet with me to get her written statement but she declined my invitation.

INCIDENT/INVESTIGATION REPORT

Kissimmee Police Department

Case # *26-002053*

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

	UCR	Status	Quantity	Type Measure	Suspected Type	

INCIDENT/INVESTIGATION REPORT

Narr. (cont.) OCA: 26-002053

Kissimmee Police Department

NARRATIVE

Based on the information provided I do not believe a crime has occurred and this report is to document the information provided by Espinosa. This report will be forwarded to records.

This incident was captured on my department issued Body Worn Camera (BWC) and the recording was uploaded to evidence.com.

EXHIBIT "C"

RECORD COPY

Incident Case Number: 26-002053

Reporting Agency: Kissimmee Police

Print Date/Time: 03/12/2026 10:28:18

Disclaimer: The information contained within this report is reflective of the investigation at the date and time of its printing.

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INCIDENT/INVESTIGATION REPORT

Agency Name: Kissimmee Police Department			Case#: 26-002053
ORI: FL0490200			Date / Time Reported: 03/11/2026 11:58 Wed
Location of Incident: 101 CHURCH ST. Kissimmee FL 34741	Gang Relat: NO	Premise Type: Government/public	Beat/LawAgcy: 30
			Last Known Secure: 03/11/2026 11:57 Wed
			At Found: 03/11/2026 11:58 Wed

INCIDENT DATA

#1	Crime Incident(s): Suspicious Incident SI	(Com)	Weapon / Tools		Activity
			Entry	Exit	Security
#2	Crime Incident	( )	Weapon / Tools		Activity
			Entry	Exit	Security
#3	Crime Incident	( )	Weapon / Tools		Activity
			Entry	Exit	Security

MO

VICTIM

# of Victims: 0 | Type: | Injury: | Domestic: N

	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
V1								

Home Address | Email | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

VYR	Make	Model	Style	Color	Lic/Lis	VIN

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) WI = Witness IO = Involved Other RP = Reporting Person (if other than victim)

Type: INDIVIDUAL (NOT A LE OFFICER) | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	ESPINOSA, EVA JACQULYN		[redacted] Age 57	W	F		Resident	

Home Address: [redacted] | Email | Home Phone: [redacted]

Employer Name/Address: y Of Kissimme.., 101 CHURCH ST (O) | Business Phone

Type: INDIVIDUAL (NOT A LE OFFICER) | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	EVANS, LILIAN MARIE		04/11/1964 Age 61	W	F		Resident	

Home Address: 1715 SUNNY ST KISSIMMEE, FL 34741 | Email | Home Phone: 407-518-7103

Employer Name/Address: Self employed, 1715 SUNNY ST (SELF-EMPLOYED) | Business Phone | Mobile Phone: 321-746-2043

1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown
"OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Fnd/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number

Officer/ID#: DIAZ, M. D. (PATR, TA) (5)

Invest ID#: (0) | Supervisor: CARDENAS, M. A. (PATR, PLTA) (506)

Status | Complainant Signature | Case Status: Inactive 03/11/2026 | Case Disposition: | Page 2

JUN 12 '24 AM9:25
OSC SOE

General Information

Name: Mrs Eva Jacquelyn Espinosa

Address: 2800 SWOOP CIR, KISSIMMEE, FL 34741

County:

Organization	Suborganization	Title
N/A		

CANDIDATE FOR

Position	Agency Name	Position sought or held
Mayor for a City, Town or Village - Form 1 (Effective 6/10/2024)	Kissimmee City Commission Seat 5, Osceola County	Kissimmee Mayor Seat 5

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over $2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity
Kissimmee Diner dba Matador Tacos and Tapas Restaurant	120 Broadway, Suite 101-103, Kissimmee, Fl. 34741	Restaurant owner
Florida Mortgage Pros.	120 Broadway, Suite 201-202, Kissimmee, Fl. 34741	Owner of Mortgage Company
Adanse, LLC dba Chandeliers Ballroom	19 Broadway, Kissimmee, Fl. 34741	Owner of Event and Production Company

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source
Espinosa Rentals	Kissimmee Diner DBA Matadors Tacos and Tapas	120 Broadway, Ste. 101, Kissimmee, Fl. 34741	Property Management

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description
2019 Lightsey Circle, Saint Augustine, Fl.
225 Oakhurst Circle, Kissimmee, Fl. 34744
17 Broadway, Kissimmee, Fl. 34741
19 Broadway, Kissimmee, Fl. 34741
120 Broadway, Kissimmee, Fl. 34741
715 Portage Ave, Kissimmee, Fl. 34741
136 Juarez Street, Kissimmee, Fl. 34741
1009 Spring Meadows, Kissimmee, Fl. 34741
2800 Swoop Circle, Kissimmee, Fl. 34741

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates
Stocks, Mutual Funds	Edward Jones

Liabilities

LIABILITIES (Major debts valued over $10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor
South State Bank	349 W. Oak Street, Kissimmee, Fl. 34741
Penny Mac	PO Box 514387, Los Angeles, CA 90051
Service Mac, LLC	9726 Old Bailes Rd, Suite 200 Fort Mill, SC 29707
Service Mac, LLC	9726 Old Bailes Rd, Suite 200 Fort Mill, SC 29707

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1	
Name of Business Entity	Florida Mortgage Professionals LLC
Address of Business Entity	120 Broadway
Principal Business Activity	Mortgage Lending
Postion Held with Entity	Owner
I own more than a 5% Interest in the Business	Yes
Nature of my Ownership Interest	100% ownership

Signature of Filer

Eva Jacquelyn Espinosa

Digitally signed: **06/11/2024**

Qualified Elector

APPOINTMENT OF CAMPAIGN TREASURER AND DESIGNATION OF CAMPAIGN DEPOSITORY FOR CANDIDATES

(Section 106.021(1), F.S.)

(PLEASE PRINT OR TYPE)

NOTE: This form must be on file with the qualifying officer before opening the campaign account.

OFFICE USE ONLY

1. CHECK APPROPRIATE BOX(ES):

☑ Initial Filing of Form Re-filing to Change: ☐ Treasurer/Deputy ☐ Depository ☐ Office ☐ Party

2. Name of Candidate (in this order: First, Middle, Last)	3. Address (include post office box or street, city, state, zip code)
Jackie ESpinosa	1009 Spring Meadow Pr Kissimmee, FL 34741
4. Telephone: (407) 963-7710	5. E-mail address: info@jackieespinosa.com
6. Office sought (include district, circuit, group number): City of Kissimmee Commission Seat 5	7. If a candidate for a nonpartisan office, check if applicable: ☐ My intent is to run as a Write-In candidate.

8. If a candidate for a partisan office, check block and fill in name of party as applicable: My intent is to run as a

☐ Write-In ☑ No Party Affiliation ☐ _____ Party candidate.

9. I have appointed the following person to act as my ☑ Campaign Treasurer ☐ Deputy Treasurer

10. Name of Treasurer or Deputy Treasurer: Jackie ESpinosa

11. Mailing Address	12. Telephone
120 Broadway Ste 201	(407) 963-7710

13. City	14. County	15. State	16. Zip Code	17. E-mail address
Kissimmee	Osceola	FL	34741	info@jackieespinosa.com

18. I have designated the following bank as my ☑ Primary Depository ☐ Secondary Depository

19. Name of Bank	20. Address
South State Bank	349 W. Oak St.

21. City	22. County	23. State	24. Zip Code
Kissimmee	Osceola	FL	34741

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FORM FOR APPOINTMENT OF CAMPAIGN TREASURER AND DESIGNATION OF CAMPAIGN DEPOSITORY AND THAT THE FACTS STATED IN IT ARE TRUE.

25. Date	26. Signature of Candidate
04/11/2023	X

27 **Treasurer's Acceptance of Appointment** (fill in the blanks and check the appropriate block)

I, Jackie Espinosa, do hereby accept the appointment

(Please Print or Type Name)

designated above as: ☑ Campaign Treasurer ☐ Deputy Treasurer

4/11/2023 (Date) X _____ (Signature of Campaign Treasurer or Deputy Treasurer)

DS-DE 9 (Rev. 10/10) **Rule 1S-2.0001, F.A.C.**

CANDIDATE OATH

NONPARTISAN OFFICE

(Do not use this form if a Judicial or School Board Candidate)
Check box *only* if you are seeking to qualify as a write-in candidate:

☐ Write-in candidate

JUN 12 '24 AM9:25
OSC SOE

OFFICE USE ONLY

Candidate Oath

Name to appear on ballot: JACKIE ESPINOSA

Check box if two last names without hyphen. ☐ ***(Name cannot be changed after qualifying.)***

Check box if name includes nickname. ☐ ***(For use of a nickname, you must complete the Nickname Affidavit on reverse side.)***

I swear or affirm that I am a candidate for the nonpartisan office of KISSIMMEE CITY COMMISSION (*Office*), _____ (*District #*), _____ (*Circuit #*), 5 (*Group or Seat #*); I am a qualified elector of OSCEOLA **County**, Florida; I am a qualified elector under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

Statement of Outstanding Fines, Fees, or Penalties

I owe outstanding fines, fees, or penalties, that cumulatively exceed $250, for ethics or campaign finance violations (*s. 99.021(1)(d), F.S.*).

YES, I Do _____ ***NO, I Do Not*** X

If you do, you must also specify the amount owed and each entity that levied the same on the reverse side.

X	(407)963-7710	info@jackieespinosa.com
Signature of Candidate	Telephone Number	Email Address

2800 Swoop Circle	KISSIMMEE	FLORIDA	34741
Address of Legal Residence	City	State	ZIP Code

STATE OF FLORIDA

COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by means of
online notarization ☐ *OR* physical presence ☑
this 11th day of June, 2024.
Personally Known ☐ *OR* Produced Identification ☑
Type of Identification Produced: driver license

Christian Eli Jimenez
Signature of Notary Public
Print, Type, or Stamp Commissioned Name of Notary Public below:

CHRISTIAN ELI JIMENEZ
Notary Public - State of Florida
Commission # HH 227170
My Comm. Expires Feb 9, 2026
Bonded through National Notary Assn.

DS-DE 302NP (Eff. 10/2023)

Rule 1S-2.0001, F.A.C.

Phonetic Spelling of Name

Phonetic spelling for the audio ballot (not required for qualifying purposes): Print the name phonetically on the line below as you wish it to be pronounced on the audio ballot as may be used by persons with disabilities (see instructions on page 3 of this form):

Jakee Espinosa

Statement of Outstanding Fines, Fees or Penalties

Pursuant to Section 99.021(1)(d), F.S., each candidate, whether a party candidate, a candidate with no party affiliation, or a write-in candidate, shall, at the time of subscribing to the oath or affirmation, state in writing whether he or she owes any outstanding fines, fees, or penalties that cumulatively exceed $250 for any violations of s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees under part III of chapter 112, any local ethics ordinance governing standards of conduct and disclosure requirements, or chapter 106.

Amount	***Entity***

Affidavit of Nickname (Only required if using nickname for the ballot.)

My legal name is Eva JacquelynEspinosa. I am over the age of eighteen (18) and the contents of this affidavit are true and correct.

My nickname is Jackie Espinosa. I am generally known by this nickname or have used it as part of my legal name. I have not created the nickname to mislead voters. My nickname does not imply I am some other person, constitute a political slogan or otherwise associate me with a cause or issue, or that is obscene or profane.

Signature of Candidate:

STATE OF FLORIDA

COUNTY OF Osceola

Christian Eli Jimenez

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means

of online notarization ☐ *OR* physical presence ☑

this 11th day of June, 2024.

Personally Known ☐ *OR* Produced Identification ☐

Type of Identification Produced: driver license

CHRISTIAN ELI JIMENEZ
Notary Public State of Florida
Commission # HH 227120
My Comm. Expires Feb 9, 2026
Bonded through National Notary Assn.

DS-DE 302NP (Eff. 10/2023) **Rule 1S-2.0001, F.A.C.**

ITEM 8.E
City Attorney Employment Agreement

Request

Approval of an employment agreement between the City of Kissimmee and Kalanit Oded to serve as City Attorney.

Explanation

During the April 21, 2026 Commission meeting, the City Commission selected Kalanit Oded to serve as the City Attorney. Kalanit Oded has accepted the appointment and wishes to memorialize the terms of her employment as City Attorney for the City of Kissimmee through the attached Employment Agreement.

Recommendation

Approval of the employment agreement between the City of Kissimmee and Kalanit Oded to serve as City Attorney.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter: Kalanit Oded

Attachment(s):
1. (S) Kalanit Oded City Attorney Employment Agreement

EMPLOYMENT AGREEMENT
CITY ATTORNEY

THIS EMPLOYMENT AGREEMENT is made and entered into this May 19, 2026 (the "Effective Date"), by and between the CITY OF KISSIMMEE, a Florida municipal corporation (hereinafter referred to as "the City"), whose address is 101 Church Street, Kissimmee, FL 34741, and Kalanit Oded (hereinafter referred to as "the City Attorney.")

W I T N E S S E T H:

WHEREAS, the City Commission has determined to offer Kalanit Oded the position of City Attorney; and

WHEREAS, Kalanit Oded has determined to accept said offer and to serve the City as City Attorney; and

WHEREAS, the parties have negotiated the terms of said employment which are set forth in this Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and promises set forth herein, the sufficiency all of which is acknowledged, the City and the City Attorney, desiring to be legally bound, do agree as follows:

1. Employment:

a. Commencing May 19, 2026 (the "Effective Date"), the City hereby employs Kalanit Oded as City Attorney to perform the functions and duties: a) as specified in the Kissimmee City Charter and Chapter 5; Kissimmee Code of Ordinances, Chapter 2, Art. IV, Div. 3, § 2-247-276, all as the same may be amended from time to time; b) as specified by Ordinance or in the City Code, all as the same may be adopted or amended from time to time; c) as included in the City's official job description for the position of City Attorney as approved by the City Commission; and (d) as may be directed by the City Commission from time to time. Kalanit Oded hereby accepts and agrees to diligently perform the duties set forth in this Section 1.

b. This Agreement, unless terminated as hereinafter provided, shall commence and remain in effect for a term as described below at which time this Agreement shall terminate, unless the terms hereof may be modified by mutual consent and/or extended by agreement of both parties hereto. The term of employment specified in this Agreement will commence immediately upon the effective date and continue until terminated or as modified by the parties.

2. Terms and Conditions of Employment:

a. It is agreed that this Agreement shall be subject to all provisions of the City Charter and City Code, all as the same may be amended from time to time.

b. The City and the City Attorney agree that the City Attorney is a full-time professional, managerial employee. In consideration of 29 CFR 541.102, the City Attorney agrees

that she is properly classified as "exempt" for purposes of the requirements of the Fair Labor Standards Act. "Full-time" as used in this Agreement refers to a minimum of 40 hours/week.

c. The City Attorney agrees to devote her full working time (*e.g.* - Monday through Friday) to her work and duties as City Attorney and to attend all City Commission meetings. In the event that the City Attorney is unable to attend a City Commission meeting, the Deputy or Assistant City Attorney will be appointed and attend in her place.

d. The City Commission acknowledges that the City Attorney is serving in a professional and exempt position. As such, the City Attorney may have City work-related duties off-site, at locations other than City Hall. The City Attorney will be present in the event of emergencies, (events including but not limited to major weather events such as a hurricane or tropical storm event), and when the position or conditions require her attendance to duties within the City.

e. City Attorney agrees to perform all duties and functions of City Attorney, as set forth in Section 1. of this Agreement, in a competent, professional, efficient and effective manner. The City Commission shall be the sole judge of whether the City Attorney performs and has performed such duties and functions in a competent, professional, efficient and effective manner as required herein.

3. <u>Termination</u>:

a. Termination by City Attorney: This Agreement may be terminated by the City Attorney by the giving of notice, in writing, to the City Commission at least sixty (60) days prior to the effective date of intended termination. No severance compensation, other than benefits due pursuant to Sections 4 and 5 of this Agreement, from the City to the City Attorney will be due or paid to the City Attorney in the event that the City Attorney terminates the Agreement, unless mutually agreed to between the City Attorney and the Commission.

b. Termination by City: The City may for any lawful reason terminate this Agreement for cause or convenience by an affirmative vote of a super majority of the City Commission at a duly noticed public meeting. In such event, the City will give written notice of termination to the City Attorney not less than thirty (30) days prior to such meeting. As limited by Section 215.425(4)(a), Florida Statutes, the City Attorney upon termination shall be entitled to a severance payment equal to twenty (20) weeks salary under this Agreement. In the event the City Attorney is terminated prior to complete vestment in the City of Kissimmee Pension Plan, she may apply those twenty (20) weeks salary and/or any prior retirement accruals under the Florida Retirement System (FRS) towards that vesting date.

c. Any directive of the City Commission to the City Attorney which, if carried out by the City Attorney, would in the opinion of the Attorney General or State Attorney for Osceola County (as to criminal statutes, Government-in-the-Sunshine Law or Public Records Law), Florida Commission on Ethics (as to the Florida Code of Ethics), or the City Attorney (as to the City Charter) constitute a violation of any Florida or Federal criminal statutes, the City or State ethics codes, the Florida Government-in-the-

Sunshine Law, Public Records Law, or the City Charter, will not constitute a cause for termination as set forth in this Section 3.

4. Compensation:

a. Salary: Upon the Effective Date of this Agreement, the rate of compensation to be paid by the City to the City Attorney will be $238,000 *per annum* gross pay and $6,000 *per annum* car allowance. Said compensation is payable in equal installments every two weeks. If the City's pay schedule changes from time to time for other full-time, regular non-union employees, the City may alter the foregoing pay schedule; provided that the annual rate of compensation is not reduced without the consent of the City Attorney.

b. Merit or Cost of Living Increases: As a contractual employee and as further consideration for this agreement, the City Attorney is eligible for bonus (as provided in Section 215.425, Florida Statutes), merit and/or cost of living increases, all within the discretion of the City Commission from time to time. Any non-merit related pay adjustments, such as cost-of-living adjustments, given to all full-time, regular employees or to all non-union, regular full-time employees, will also be given to the City Attorney.

5. Benefits:

The City Commission recognizes the City Attorney as a long-time professional who began employment with the City on November 24, 2019, and earns certain benefits as an employee of the City since 2019. The City Attorney shall receive the following benefits:

a. Holiday compensation pursuant to any City personnel, rules, regulations, policies and procedures, as may be amended from time to time, with the approval of the City Commission.

b. Annual Vacation Leave. The City Attorney will retain her earned vacation leave that is unused as of the Effective Date of this Agreement. Annual vacation leave will be computed and compensated pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and for future accrual of annual vacation leave time, the City Attorney will be scored as an employee hired November 24, 2019.

c. Sick Leave. The City Attorney will retain her awarded sick leave that is unused as of the Effective Date of this Agreement. Sick leave will be computed and compensated pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and for future accrual of annual vacation leave time, the City Attorney will be scored as an employee hired November 24, 2019.

d. Special leaves (*e.g.* – bereavement, civil (jury) leave, injury leave, military leave, training leave, or family/medical leave) pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and with the approval of the City Commission, as may be necessary.

e. Health insurance coverage. The City Attorney will have health insurance coverage for herself and her immediate family members to the same extent and under the same conditions as provided from time to time to all other full-time, regular, non-union City

employees. The definition of "immediate family" as used in the foregoing sentence will be defined in the same manner and to the same extent as that term applies to other regular, full-time, non-union City employees. If the City Attorney opts to have health insurance coverage for her immediate family, the City Attorney will be required to pay the applicable premium or portion of the applicable premium for such coverage to the same extent as other full-time, regular, non-union City employees are charged.

f. Dental Insurance. The City Attorney will have dental insurance coverage for himself and her immediate family members to the same extent and under the same conditions as provided from time to time to all other full-time, regular, non-union City employees. The definition of "immediate family" as used in the foregoing sentence will be defined in the same manner and to the same extent as that term applies to other regular, full-time, non-union City employees. Dental insurance coverage is not currently an included benefit but may be purchased to the extent available to other full-time, regular, non-union City employees.

g. Life Insurance. The City Attorney will have life insurance coverage for herself to the same extent and under the same conditions as provided from time to time as all other full-time, regular, non-union City employees.

h. Unemployment compensation and workers' compensation, to the extent paid as provided to all other full-time, regular, non-union City employees.

i. Retirement. The City will provide retirement benefits to the City Attorney in the form of participation in the City of Kissimmee Employees' Retirement Plan ("Pension Plan"). The City will pay from time to time the required employer's contribution as provided by law, and the City Attorney will pay whatever employee contribution is required by the Pension Plan from time to time. Said payment may at the option of the City or the Pension Plan be made as a deduction from the City Attorney's paycheck.

j. Automobile. The City Attorney will receive a monthly automobile allowance of $500.00 per month to compensate for City business travel within Osceola County. As an alternative, the City Attorney will be entitled to exclusive use of an automobile on terms and conditions to be agreed to by the City and the City Attorney.

k. Travel. The City Attorney will receive travel compensation from time to time for authorized travel on City business outside of Osceola County or overnight outside of Osceola County in the same manner as provided to other full-time, regular, non-union City employees.

l. Administrative or Compensatory Leave: The City Attorney will retain her earned administrative or compensatory leave time that is unused as of the Effective Date of this Agreement.

m. Bonding. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

n. Reductions of compensation or other benefits. Except as otherwise provided herein, the City will not reduce the City Attorney's amounts of annual compensation, holiday leave, annual leave, sick leave, or administrative/compensatory time leave, all as set forth herein, during the term of this Agreement without the consent of the City Attorney. However, with the exception of annual leave and annual compensation, this

provision will not prohibit the City Commission from adjusting benefit amounts or types of benefits granted to the City Attorney to the extent that such a reduction occurs for the bulk of other regular, full-time, non-union City employees.

o. Income Tax, Social Security, Medicare, Retirement or other deductions. To the extent that any benefits or salary are subject to deduction under applicable law, as determined by the City, State of Florida, or U.S. Government, the City Attorney is advised that she is responsible for, and she agrees by signing this Agreement that the City may deduct from any compensation or other payment made by the City to the City Attorney for payment of income tax, social security, Medicare, retirement or other deductions.

6. Professional Organizations/Seminars:

a. The City agrees to pay the following annual dues and admission fees related to professional qualifications as a city attorney: the Florida Bar membership and section memberships as selected by the City Attorney; the federal bar for practice before the U.S. Court of Appeals for the Eleventh Circuit and the U.S. District Court for the Middle District of Florida; Osceola County Bar Association; and Florida Municipal Attorneys Association. The City agrees to pay fees and reasonable and customary travel expenses for the City Attorney's travel and attendance at the Florida Municipal Attorneys Association annual conference, the Florida Bar's Local Government conference, and subject specific seminars that are necessary or may be required to maintain membership in the Florida Bar.

b. The City Attorney may at City expense attend meetings of the organizations whose functions are related to the public interest of the City; provided, always, that funds are available in the appropriate line item account in the City budget. In addition to the dues and expenses set forth in Section 6.a., the City Attorney may at City expense join professional organizations whose functions are related to the public interest of the City; provided, always, that funds are available in the appropriate line item account in the City budget. Examples of organizations referenced herein might include: the International Municipal Lawyers Association ("IMLA"), the Florida Municipal Attorneys Association ("FMAA"), the American Bar Association, and the Florida League of Cities, Inc. Compensation by the City for expenses for attendance at meetings of these organizations, seminars, conferences, and professional dues are subject to funds being available in the City budget.

c. Direct payments may be made to third parties in advance for conferences, seminars, and similar events by the City, provided that City funding in the budget is available. Payments made under this Section 6 by the City Attorney will be on a reimbursable basis; provided, that receipts and other sufficient documentation have been submitted to the City and demonstrate the cost of the item for which the expenditure was made and its relationship to the professional meeting attended or dues paid. Mileage, meals, hotel, and other expense reimbursement will be as set forth in promulgated City policies, as amended from time to time by the City Commission. In the event no City policy exists, Section 112.061, Florida Statutes, as amended from time to time, will apply.

7. Notices.

a. Either party to this Agreement may give any notice hereunder to the other party by: i. manual delivery to the recipient at the address below; ii. mailing by certified first class U.S. mail, postage prepaid, return receipt requested, to the recipient at the recipient's address shown below, or iii. recognized national overnight courier to the recipient at the recipient's address shown below. Either party may unilaterally change its address by giving written notice thereof to the other party, but the change of address is not effective until the change notice is actually received by the other party. Notice given by certified U.S. mail, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by nationally recognized overnight courier, properly addressed and with cost of delivery fully prepaid, is deemed given when deposited with the courier, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.

b. Notices pursuant to this Agreement if given by mail, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as set forth below. Notices pursuant to this agreement if given by overnight courier, shall be given by deposit in the custody of a nationally recognized overnight courier, cost prepaid, addressed as set forth below. Notices pursuant to this agreement if given by hand delivery, must be given by delivery to the party's address as set forth below.

If to the City:
Office of the Mayor
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

With a copy to:
City Clerk
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

City Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

If to the City Attorney:
Kalanit Oded
101 Church Street
Kissimmee, FL 34741

8. <u>General Provisions</u>.

a. The foregoing sets out the full understanding of the parties, subsumes any and all oral understands or prior writings, and may not be changed except by further written agreement signed by all parties.

b. Indemnification. To the extent permitted by Section 111.07, Florida Statutes, and to the extent permitted based on common law rights as explicated by the Florida Supreme Court in Thornber v. City of Ft. Walton Beach, 568 So.2d 914 (Fla. 1990), the City will defend, hold harmless and indemnify the City Attorney against any claim, demand, action, cause of action or suit, whether groundless or otherwise, arising from any act, error or omission, alleged or real, which may occur within the scope of the City Attorney's services and employment pursuant to this Agreement and/or the performance of her duties as City Attorney. Legal representation of the City Attorney shall be provided by the City at City expense. However, any attorney's fees paid from public funds for the defense of the City Attorney when she is found to be personally liable by virtue of acting outside the scope of her employment, or as acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the City in a civil action against such officer, employee, or agent. If the City is asked to appoint legal counsel for defense of the City Attorney, the City Attorney shall not be entitled to her choice of legal counsel. If the City fails to provide an attorney, upon request of the City Attorney, to defend a civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the City Attorney, the City will reimburse the City Attorney if she prevails in the action for court costs and reasonable attorney's fees. The City, or its insurers, may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon.

c. Jurisdiction and venue. The parties hereto waive the privilege of jurisdiction and venue and agree that any litigation involving this Agreement shall take place in the appropriate State Court, in and for Osceola County, Florida, or in the U.S. District Court for the Middle District of Florida, Orlando Division. This provision will survive the termination of the Agreement.

d. Applicable Law. This Agreement shall be construed and administered in accordance with the laws of the State of Florida and any other applicable law.

e. Interpretation. It is agreed that this Agreement has been mutually negotiated and written by all parties hereto. Consequently, this Agreement shall not be interpreted by a judicial or administrative forum more harshly against any one party as drafter of this Agreement.

f. Provision of Other Benefits. The City Commission, in consultation with the City Attorney, will fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance, compensation, or benefits of the City Attorney; provided, such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Kissimmee Charter or Code of Ordinances, or any other provision of applicable federal or Florida law.

g. Availability of New Benefits. In the event that a new fringe benefit is provided or made available to all other full-time, regular, non-union employees, at the request of the City Attorney, then such benefit shall be provided or made available, as the case may be, to

the City Attorney to the same extent as that benefit applies to other regular, full-time, non-union City employees.

h. In the event of conflict between this Agreement and any provision of the Charter, City Code, ordinances, resolutions, or policies, written or unwritten, the provisions of this Agreement shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement of the respective dates under each signature below, including the City of Kissimmee, Florida acting by and through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on May 19, 2026.

As to the City:

CITY OF KISSIMMEE, a Florida municipal corporation

By: _____
Jackie Espinosa
Mayor

Date: _____, 2026

(CITY SEAL)

ATTEST:

_____
Tameara Crespo
City Clerk

As to the City Attorney:

_____
Kalanit Oded

Date: _____, 2026