MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 7, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
   - 3.A Proclamation - Parks and Recreation Month
   - 3.B Employee of the Month for July
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing — First Reading — Proposed Ordinance # 26-17 Amending Code of Ordinances Chapter 8, Aviation

     AN ORDINANCE REPEALING AND REPLACING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 8, AVIATION; REORGANIZING, UPDATING, AIRPORT ORDINANCES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE
5. **PUBLIC HEARINGS**
6. **HEAR AUDIENCE**

   Anything requiring a vote will be heard at a later time.
7. **CONSENT AGENDA**

   The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.
   - 7.A City Commission Minutes from June 16 and June 29, 2026
   - 7.B First Extension of Construction and Renovation Services Contracts
   - 7.C Continuing Services Contract for Michael Baker International
   - 7.D Mill Run Fire Station No. 2 First Amendment to CMAR Agreement
   - 7.E Kissimmee Police Department and 911 Center Generator Installation Project
   - 7.F Mill Slough Road and Denn John Lane Traffic Signal Design
   - 7.G State Housing Initiatives Partnership (SHIP) Funding for Fiscal Year 2026-2027
   - 7.H Additional State Housing Initiatives Partnership (SHIP) Program Funding for FY2025-2026
   - 7.I FY 2026 COPS Law Enforcement Mental Health and Wellness Act Program Grant
   - 7.J U.S. Department of Justice FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide Program Grant

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A (DKCRA) Pioneer Project Incentive Program Agreement (PPIP) with Souza & Martins Savory Bites for a project located at 30 Broadway

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Florida League of Cities Voting Delegate 2026

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A
Proclamation - Parks and Recreation Month

Request

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

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Parks and Recreation Month 2026

Proclamation

City of Kissimmee
Florida

PARKS AND RECREATION MONTH

WHEREAS, parks and recreation services are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of business, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to be environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, parks and recreation areas are fundamental to the environment well-being of our community, and the City of Kissimmee recognizes the benefits derived from parks and recreation services.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of July 2026 as **"Parks and Recreation Month"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 7th day of July 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.B
Employee of the Month for July

Request

Staff requests that the City Commission join the City Manager in recognizing Travis Anderson of the Development Services Department as the Employee of the Month for July.

Explanation

The City is pleased to announce that Travis Anderson, a dedicated Fire Plan Reviewer with the Development Services Department, has been named Employee of the Month for July.

Travis began his career with the City of Kissimmee four years ago and has consistently demonstrated outstanding performance and commitment to his work. He brings exceptional technical expertise and a strong commitment to life safety, managing a high volume of complex submittals while maintaining accuracy and professionalism. Travis works effectively with designers, contractors, and internal staff to deliver compliant, safe solutions, and his customer service consistently meets the highest standards.

As a reliable and supportive team member, Travis is always willing to lend a hand. He greets coworkers with a smile each day, fostering a positive and collaborative work environment. Travis's dedication, positive attitude, and consistent high-quality work make him an excellent representative of the Development Services Department. He exemplifies the commitment of our outstanding employees, who go above and beyond to serve our community.

The City is proud to recognize Travis for his exceptional service and dedication.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 4.A

Public Hearing — First Reading — Proposed Ordinance # 26-17 Amending Code of Ordinances Chapter 8, Aviation

AN ORDINANCE REPEALING AND REPLACING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 8, AVIATION; REORGANIZING, UPDATING, AIRPORT ORDINANCES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Request

Requesting approval for the First Reading of the Proposed Ordinance # 26-17 Amending the Code of Ordinances, Chapter 8, Aviation.

Explanation

The City Code currently requires Commission approval to modify airport regulations by policy. Chapter 8, Aviation, defines the rules and regulations of the airport. The current code uses the exact language of the "Minimum Standards for Aeronautical Service Operators at Kissimmee Gateway Airport (Min Stnds)."

The Min Stnds were last revised in March 2014 and are now due for an update. The update was completed and is attached; it is dated July 2026. The Min Stnds are a guidance document subject to periodic updates and revisions. It was recognized that the document should be removed from the Code and referred to, allowing updates to the document without revising the Code. The Code has been revised to reflect efficient organization and consistency.

Recommendation

Approve the First Reading of the Proposed Ordinance # 26-17 Amending the Code of Ordinances, Chapter 8, Aviation.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter: Shaun Germolus

Attachment(s):

1. Proposed Ordinance # 26-17 Charter Aviation
2. Proof of Publication (June 2026)
3. MINIMUM STANDARDS REVISED MARCH 2014
4. Updated KISM Minimum Standards FINAL July 2026

PROPOSED ORDINANCE NO. 26-17

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REPLACING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 8, AVIATION; REORGANIZING, UPDATING, AIRPORT ORDINANCES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City reviewed and updated the Minimum Standards ("Minimum Standards") for Aeronautical Service Operators at Kissimmee Gateway Airport; and

WHEREAS, the City determined that consistent with changes to the Minimum Standards, City Code of Ordinances Chapter 8 (Aviation) also requires revision to ensure consistency with current mandatory airport regulations; and

WHEREAS, the City Commission deems these changes to be in the best interest of the health, safety, and welfare of the general public and the citizens of, and visitors to, the City of Kissimmee.

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

SECTION 1. RECITALS. The foregoing recitals are incorporated herein and are true and correct and accepted as Findings supporting this Ordinance.

SECTION 2. AMENDMENT. Chapter 8, Aviation of the City of Kissimmee Code of Ordinances is hereby repealed and replaced by Chapter 8, Aviation, as shown in the attached Exhibit "A."

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

SECTION 4. ADMINISTRATIVE CORRECTION. This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Attorney, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not effecting the

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect 90 days after its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, Florida, this _____ day of _____, 2026.

_____
Mayor-Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality

_____
City Attorney

EXHIBIT A

Chapter 8 AVIATION[1]

ARTICLE I. IN GENERAL

Sec. 8-1. Short title.

This chapter shall be known and may be cited as the Kissimmee Aviation Act.

(Code 1995, § 8-1-1; Ord. No. 2981, § 1(8-1-1), 7-3-2018)

Sec. 8-2. Definitions.

(a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. In those cases wherein a term is not defined, its definition shall be as found in Black's Law Dictionary, latest edition, or in American Heritage College Dictionary, latest edition.

(b) Any terms defined in FAA regulations, F.S. chs. 330, 332, and 333, shall apply to this chapter.

(c) Words relating to aeronautical practices, processes, procedures and equipment shall be construed according to their general usage in the aviation industry.

Aeronautical activities means the landing, taxiing, parking, standing and taking off of aircraft.

Aircraft means a powered or unpowered machine or device capable of atmospheric flight, except a parachute or other contrivance used primarily as safety equipment.

Air navigation means the operation or navigation of aircraft in the air space over the city or over any airport.

Air navigation facility means any facility used in, available for use in, or designed for use in, aid of air navigation, including airports, restricted landing areas, and any structures, mechanisms, lights, beacons, marks, communicating systems, or other instrumentalities or devices used or useful as an aid, or constituting an advantage or convenience, to the safe taking off, navigation, and landing of aircraft, or the safe and efficient operation or maintenance of an airport, or restricted landing area, and any combination of any or all of such facilities.

Air operations area means any area of an airport used, or intended to be used, for landing, takeoff, or surface maneuvering of aircraft, including, but not limited to, runways, taxiways, ramps and aprons.

Airport means the Kissimmee Gateway Airport, or any area of land or water or intended to be used for landing and take-off of aircraft, air navigation facilities referable thereto, and any facilities thereat provided for the shelter, servicing or repair of aircraft, or for receiving and discharging passengers or cargo, including appurtenant areas, buildings, facilities or rights-of-way necessary to facilitate such use or intended use.

Building means a common use building at the airport through which passengers regularly pass prior to enplaning or after deplaning from an aircraft.

Commercial activity means any activity conducted for compensation, direct or indirect, and any activity incidental thereto. The charging of fees by any person, whether or not resulting in a profit or gain, shall be deemed

[1]State law reference(s)—Aircraft regulations, F.S. § 329.01 et seq.; aircraft, pilots, airport regulations, F.S. § 330.04 et seq.; aviation facilities, F.S. § 331.10 et seq.

to constitute the receipt of compensation and any activities conducted by such person in consideration therefor shall be deemed to constitute a commercial activity.

Control means, when used in reference to any property, right to grant and deny entry thereon or otherwise to dictate the use thereof.

Department means the department of aviation of the city.

Director means the director of aviation.

Emergency means any occurrence, or threat thereof, whether accidental, natural technological or caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Flying club means any profit-making or nonprofit organization organized or operated for the primary purpose of leasing or owning one or more aircraft for the use of its members.

Restricted area means any area at the city airport designated by the director by one or more signs as being reserved for use by a specified person or class of persons and restricted from all others.

Tenant means person leasing or subleasing space at the city airport, includes those occupying space pursuant to license, permit, franchise or concession agreement.

(Ord. No. 2981, § 1(8-1-2), 7-3-2018)

Sec. 8-3. Penalty.

(a) Any person violating any provision of this chapter shall, upon conviction, be punished as provided in section 1-22.

(b) Any person who violates any of the provisions of this chapter or any valid rules, regulations or emergency orders promulgated hereunder, on any property owned, operated, managed or controlled by the city, may be forcibly removed or ejected from said property by the director, his authorized representatives or the city police department.

(c) (1) Any person who conducts a commercial activity as defined in this chapter, on the airport, without obtaining a permit from the director of aviation, as provided in this chapter, shall, upon conviction, be fined not more than, nor less than $500.00. Such fine shall not be suspended. The director may suspend the permission of any person or group of persons convicted of such an offense, to enter upon the property of the airport.

(2) Upon conviction of the above offense on the second occasion, the director shall revoke the permission of such a person or group of persons to enter upon the property of the airport.

(d) Each violation of this chapter or of any regulation, order or ruling promulgated herein shall constitute a violation and shall be punished according to section 1-22. Each day a violation continues to exist shall constitute a separate offense.

(Code 1976, §§ 6-2, 6-86, 6-104; Code 1995, § 8-1-99; Ord. No. 1161, 9-18-1982)

Sec. 8-4. Airport deemed private property.

The airport now or hereafter existing, and the property comprising the same, shall be deemed to be held and operated by the city in a proprietary capacity, and the city shall have all rights with respect thereto as a private owner thereof would have. Those areas on the airport which are now, or hereafter may be, used for vehicular traffic, including, but not limited to, access roads and parking areas, are not dedicated to or for the use of the public as public streets and are not a part of the public street system of the city; the land on which such access roads and parking areas are, or may hereafter be located is declared to be an integral part of the airport. No

person shall have any vested right to use the airport or any portion thereof except to such extent as the city may grant herein or in a permit issued pursuant hereto.

(Ord. No. 2981, § 1(8-1-3), 7-3-2018)

Sec. 8-5. Applicability of other laws.

(a) *Applicability of federal laws relating to air traffic.* In order to protect and prevent undue burdens upon air commerce, the air-traffic rules promulgated by and under the authority of the laws of the United States shall be deemed a controlling part of this chapter, whether the aircraft is engaged in a commercial or noncommercial activity, or in foreign, intrastate or interstate navigation or flight, and whether or not the aircraft is registered or is navigating or flying in a civil airway. All laws and regulations pursuant thereto governing the operations of aircraft now or hereafter enacted by Congress or promulgated pursuant to its authority are hereby adopted by reference, made a part hereof and declared applicable to the airport as fully as if the same were completely set forth herein, and this chapter shall be deemed to be supplemental and additional thereto, and in aid thereof. In the event that any provision of this chapter or any other provision of this Code or ordinance of the city or any regulations promulgated under such ordinance shall be repugnant to any such federal law or regulation, such federal law or regulation shall be controlling. The city retains the right, however, to set and require higher or more restrictive criteria.

(b) *Applicability of other laws.* All laws of the United States and the state, and all provisions of this Code and ordinances of the city, and all rules and regulations promulgated under any of the foregoing are made a part hereof and declared applicable on the property of the airport as fully as if the same were completely set forth herein. In the event that any provision of any such law, ordinance or regulation shall be repugnant to or in conflict with this chapter or any regulation promulgated hereunder, this chapter and the regulations promulgated hereunder shall be controlling.

(c) *Ground traffic laws and ordinances.*

(1) All traffic laws of the state and all provisions of this Code and ordinances and regulations of the city applicable in any manner to the public streets generally of the city, or to the use thereof or traffic thereon, shall apply to and be in force with respect to the access roads and parking areas at the airport and to the use thereof and traffic thereon and any provision now or hereafter contained in this Code applicable to public streets within the city shall apply to access roads and parking areas on the airport and traffic control devices, signs and markings placed upon such access roads and parking areas shall have the same force, effect and application as upon public streets of the city; provided, however, that any ordinance or regulation which by its terms or the necessary intention of its context, is expressly applicable to one or more access roads or parking areas of the airport, and which may be in conflict with or inconsistent with any law, ordinance or regulation applicable to the public streets generally, shall be controlling with respect to such access roads and parking areas. Any law, ordinance or regulation applicable to the public streets generally which confers upon any person a right to use the public streets of the city shall have no application to the access roads and parking areas of the airport.

(2) No tenant shall use or operate any ground vehicle upon the airport property with any signs or any effort indicating to aircraft that aircraft should follow such vehicle, except that a fixed base operator may use such sign or such vehicle on his own leased ramp area.

(Ord. No. 2981, § 1(8-1-4), 7-3-2018)

Sec. 8-6. Use prohibited without permission; compliance.

(a) *General prohibition.* No person, except air passengers and their parties, and except the patrons, guests, invitees, licensees and employees of persons holding permits to engage in aeronautical activities or

commercial activities, or leasehold estates shall enter upon or use the facilities of the airport without first obtaining permission from the director.

(b) *Use by members of public.* Members of the public shall be permitted to use those areas of the city's airport designated by the director for use by the public for the purposes for which such areas are intended and designated to be used.

(c) *Compliance with law.* Any permission granted by the city herein or pursuant hereto, directly or indirectly, expressly or by implication, to any person to enter or to use the airport, or any part thereof, is conditioned upon strict compliance with this chapter as the same shall from time to time be amended and all valid rules, regulations and emergency orders prescribed hereunder.

(Ord. No. 2981, § 1(8-1-5), 7-3-2018)

Sec. 8-7. Assumption of liability.

When any person uses the airport or any part thereof, or flies to, from and over the same, they shall, at all times, assume all liabilities and consequences arising out of activities conducted by such person pursuant to such permission. Such person, as a consideration for the use of the airport or any of the facilities thereof, shall release, hold harmless and indemnify the city, the director and all officers and employees of the city, from any and all responsibility, liability, loss or damage resulting to it or them, or caused by or on his behalf and incident to the manner in which the municipal airport or its facilities shall be used. The city, as a condition precedent to the issuance of a permit to any person for the conducting of activities at the airport, may require such person to obtain and maintain liability and property damage insurance for the benefit of the city in such amounts as the director shall deem to be appropriate.

(Ord. No. 2981, § 1(8-1-6), 7-3-2018)

Secs. 8-8—8-30. Reserved.

ARTICLE II. ADMINISTRATION

DIVISION 1. GENERALLY

Secs. 8-31—8-48. Reserved.

DIVISION 2. AVIATION DIRECTOR

Sec. 8-49. Powers and duties.

(a) Subject to the supervision and control of the city manager, the director shall manage and have charge of the airport and all aviation activities over which the city has jurisdiction.

(b) The director shall represent the city in negotiating, managing and enforcing leases, licenses, agreements, operating agreements, and permits with regard to airport property. No lease, concession agreement, operating agreement, or permit relating to the use of the airport, or any part thereof shall be binding upon the city until duly executed by the city commission on behalf of the city.

(c) The director or his designated representative may prohibit aircraft landings and departures at the airport any time when and under any circumstances under which the director deems such landings and departures likely to endanger persons or property, or affects the operation and security of the airport. The director shall designate the areas of the airports which are to be air operations areas and restricted areas.

(d) When an emergency exists at the airport, the director, or designee, shall be empowered to declare an emergency whenever the director determines an emergency has occurred or a threat of one is imminent and

requires immediate action and shall be empowered to take such action as he shall deem to be necessary or desirable for the safety and welfare of persons, or the protection of property, or for the efficient operation or security of the airport. During such an emergency, the director or his authorized representative may suspend all airport rules and regulations promulgated by the director or promulgated concurrently and jointly by the director and the chief of police and he may issue such oral or written emergency orders as he may deem to be necessary or desirable.

(e) The director shall designate areas of the airport which are to be air operations areas and restricted areas. The director shall regulate the conduct of persons within the air operations area, restricted area and other areas of the airport which are deemed necessary or desirable for the safety or welfare of persons, for the protection of property, or for the efficient operation of security of the airport.

(f) The director may post such signs upon the property of the airport as necessary and desirable to put the users thereof on notice of matters contained herein and in rules, regulations and emergency orders promulgated hereunder.

(g) Any and all powers and duties granted to the director herein may be delegated to one or more city employees who are assigned to the department of aviation.

(Ord. No. 2981, § 1(8-1-10), 7-3-2018)

Secs. 8-50—8-71. Reserved.

ARTICLE III. AIRPORT REGULATIONS

DIVISION 1. GENERALLY

Sec. 8-72. Airport Minimum Standards; Rules and Regulations.

(a) **Purpose.** The purpose of this Section is to promote the safe, efficient, and non-discriminatory operation of the Airport, including compliance with applicable federal law and FAA grant assurances.

(b) **Airport Standards Authorized.** The Airport Director is authorized to issue, maintain, and amend written:

1. Minimum Standards for Commercial Aeronautical Activities; and

2. Airport Rules and Regulations (collectively, the "Airport Standards"). The Airport Standards shall be reasonable, non-arbitrary, and applied in a non-discriminatory manner.

(c) **Publication and Availability.**

1. The Airport Standards and all amendments shall be in writing, dated, and assigned a version number.

2. A current copy shall be maintained at the Airport administrative office and made available for public inspection during normal business hours. The Airport Standards are public records subject to Chapter 119, Florida Statutes.

3. The Airport Director shall post the current Airport Standards on the City's or Airport's website, or if posting is not practicable, shall post a notice at the Airport administrative office stating where the Airport Standards may be inspected and obtained.

(d) **City Oversight; Reservation of Rights.** The City Commission may, by resolution, direct amendments to the Airport Standards or rescind any portion of the Airport Standards. No City Commission approval is required for routine Director-issued updates unless the City Commission specifically elects to require approval for a particular revision.

(e) **Emergency Amendments.** Notwithstanding any other provision of this Section, the Airport Director is authorized to issue immediate, temporary amendments to the Airport Standards when necessary to address an immediate threat to public health, safety, or security, or to comply with a mandatory federal or state directive. Such emergency amendments shall be effective immediately upon the Director's signature and upon posting at the Airport administrative office.

(f) **Conflict and Supersession.** This Section shall control over any conflicting provisions within this Chapter regarding the adoption, amendment, or implementation of Airport Standards. Any existing standards or rules previously adopted by ordinance or resolution shall remain in effect until amended or superseded by the Airport Director pursuant to the authority granted herein.

(g) **Severability of Standards.** The provisions of the Airport Standards are severable. If any individual standard, or any part, sentence, clause, phrase, or portion thereof, is for any reason held invalid, unconstitutional, or unenforceable by any court or administrative agency of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Airport Standards.

Secs. 8-76—8-91. Reserved.

Sec. 8-73. Prohibited aeronautical activities.

(a) It shall be unlawful for any person to conduct any aeronautical activities on any property located within the city or on any property outside the city which is controlled by the city, except as expressly permitted by this article.

(b) It shall be unlawful for any person to permit aeronautical activities to be conducted on property controlled by the City, except as expressly permitted by this article.

(c) No person shall engage in aerial acrobatics at the airport except by the express written permission of the director and such acrobatic activity shall be in strict compliance with this article and with the provisions set forth in the permission granted by the director.

(Ord. No. 2981, § 1(8-1-15), 7-3-2018)

Sec. 8-74. Intentionally Deleted.

(a)

(Ord. No. 2981, § 1(8-1-21), 7-3-2018)

Sec. 8-75. Transient aircraft landing fee policy.

It is the policy of the city to adhere to the user-fee principle, ensuring that those who benefit directly from the use of the airport facilities contribute to the airport's upkeep and enhancements. To that end, the city shall charge transient aircraft landing fees. The city commission shall adopt a policy to determine the fees, rates, and charges applicable to this section. Based aircraft, military, federal/state/Osceola County registered aircraft, and medivac flights will be exempted from transient aircraft landing fees.

(Ord. No. 3108, § 1, 9-17-2024)

Secs. 8-76—8-91. Reserved.

ARTICLE IV. AIRCRAFT REGULATIONS

Sec. 8-353. General rules.

(a) All aeronautical activities at the airport, and all flying of aircraft departing from or arriving at the airport, shall be conducted in conformity with applicable provisions of the regulations of the Federal Aviation Administration or any successor agencies.

(b) The pilot or operator of any aircraft involved in an accident at the airport or within the city causing personal injury or property damage shall, in addition to all other reports required to be made to other agencies, make a prompt and complete report concerning said accident to the office of the director. When a written report of an accident is required by the Federal Aviation Regulations, a copy of such report may be submitted to the director in lieu of the report required above.

(c) Aircraft owners, their pilots or agents shall be responsible for the prompt disposal of disabled aircraft and parts thereof unless required or directed to delay such action pending an investigation of an accident. When a disabled aircraft is blocking or impairing the use of any portion of the air operations area, the pilot or other person in control of the aircraft shall make immediate arrangements to have the aircraft moved as soon as the N.T.S.B. or Federal Aviation Administration has cleared the same. In the event that the aircraft is not removed as soon as is reasonably possible, the director may remove the aircraft at the expense of the owner, and in the event, payment is not made therefor by the owner, a lien for the charges therefor will be placed upon the aircraft; the city shall not be liable for any damage or injury arising out of such removal.

(d) The director shall have the right at any time to close the airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to refuse takeoff permission to aircraft, and to deny the use of such airport or any portion thereof to any specified class of aircraft or to any individual or group, when he considers any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe, proper and efficient operation of the airport. In the event the director believes the condition of such airport to be unsafe for landings or takeoffs, it shall be within his authority to issue, or cause to be issued, a NOTAM (notice to air missions), closing the airport or any portion thereof.

(e) Aircraft at the airport are restricted from running up aircraft engines between the hours of 2300 (11:00 p.m.) and 0600 (6:00 a.m.) for maintenance purposes. This procedure in no way should be construed that pre-takeoff engine checks cannot be made.

(f) All repairs to aircraft or engines and engine runups shall be made in the areas designated for this purpose. No aircraft engine shall be run-up for test purposes near any aircraft storage hangar or public facility.

(g) Aircraft shall not be washed except in areas designated by the director.

Sec. 8-354. Air traffic rules.

(a) No lighter-than-air aircraft or glider shall land or take off from the airport without the prior permission of the director, except in the event of an emergency.

(b) All aircraft operations shall be confined to hard-surfaced runways, taxiways, ramps and aprons in the air operations area, unless permission is first obtained from the director or his representative to use other areas.

(c) Runaways shall be used for takeoffs or landings of aircraft other than helicopters. Helicopters shall take off and land only on areas designated by the director or his representative.

(Ord. No. 2981, § 1(8-1-30(B)), 7-3-2018)

(g)

(Ord. No. 2981, § 1(8-1-30(C)), 7-3-2018)

Sec. 8-357. Manifests.

Upon request of any authorized employee or representative of the director to an authorized pilot or other person charged with the duty of supervising the loading of aircraft or the preparation or certification of flight manifest therefor, such person shall produce any specific flight manifests for inspection by the director of his authorized representative.

(Ord. No. 2981, § 1(8-1-30(E)), 7-3-2018)

ARTICLE V. AIRSPACE ZONING

Sec. 8-358. Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. In those cases, wherein a word or words are not defined, its definition shall be as found in Black's Law Dictionary, latest edition, or in American Heritage College Dictionary, third edition.

Airport. Kissimmee Gateway Airport.

Airport elevation. The highest point of an airport's usable landing area measured in feet above mean sea level.

Airport obstruction. Any structure or object of natural growth or use of land which would exceed the federal obstruction standards as contained in 14CFR Sections 77.13, 77.15, 77.17, 77.19, 77.21, and 77.23 or which obstruct the airspace required for flight of aircraft in landing and take-off at an airport or is otherwise hazardous to such landing or take-off of aircraft.

Airspace height. To determine the height limits in all zones set forth in this article, the datum shall be mean sea level elevation (AMSL) unless otherwise specified.

Minimum descent altitude (MDA). The lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circling to land maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided.

Minimum enroute altitude (MEA). The altitude in effect between radio fixes which assures acceptable navigational signal coverage and meets obstruction clearance requirements between those fixes.

Minimum obstruction clearance altitude (MOCA). The specified altitude in effect between radio fixes on VOR airways, off airway routes, or route segments which meets obstruction clearance requirements for the entire route segment and which assures acceptable navigational signal coverage only within 22 miles of a VOR.

Minimum vectoring altitude (MVA). The lowest MSL altitude at which IFR aircraft will be vectored by a radar controller, except when otherwise authorized for radar approaches, departures or missed approaches.

Nonconforming use. Any pre-existing structure, object or natural growth or use of land which is inconsistent with the provisions of this article, or amendments thereto.

Nonprecision instrument runway. A runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight in nonprecision instrument approach procedure has been approved or planned, and for which no precision approach facilities are planned or indicated on an FAA planning document or military service's military airport planning document.

Runway. A defined area on an airport prepared for landing and takeoff of aircraft along its length.

Runway protection zone. A defined area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

Structure. Any object, constructed or installed by man, including, but not limited to, buildings, towers, smoke stacks, utility poles and overhead transmission lines.

Visual runway. A runway intended solely for the operation of aircraft using visual approach procedures with no straight in instrument approach procedure and no instrument designation indicated on a FAA approved airport layout plan, a military service approved military airport layout plan, or by any planning document submitted to the FAA by competent authority.

Zoning administrator. The administrative office or agency responsible for administering zoning within each of the political subdivisions that adopt this Kissimmee Gateway Airport Ordinance.

(Ord. No. 3108, § 2, 9-17-2024)

Sec. 8-359. Obstruction lighting.

Notwithstanding the preceding provisions of this section, the owner of any structure over 200 feet above ground level shall install lighting in accordance with Federal Aviation Administration Advisory Circular 70/7460-1M (latest edition), and amendments thereto on such structure. Additionally, high intensity white obstruction lights shall be installed on a high structure which exceeds 749 feet above mean sea level. The high intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70/7460-1M (latest edition), and amendments.

(Ord. No. 3108, § 2, 9-17-2024)

Sec. 8-360. Hazard marking and lighting.

Any permit or variance granted shall require the owner to mark and light the structure in accordance with FAA Advisory Circular 70/7460-1 or subsequent revisions. The permit may be conditioned to permit the county or the city at its own expense to install, operate and maintain such markers and lights as may be necessary to indicate to pilot the presence of an airspace hazard if special conditions so warrant.

(Ord. No. 3108, § 2, 9-17-2024)

Sec. 8-361. Auxiliary use restrictions.

Notwithstanding any other provisions of this article, no use may be made of land or water within any zones established by this division in such a manner as to interfere with the operation of an airborne aircraft. The following requirements shall apply to each permitted use:

(1) All lights or illumination used in conjunction with street, parking, signs or use of land and structures shall be arranged and operated in such a manner that it is not misleading or dangerous to aircraft operating from a public airport or in vicinity thereof.

(2) No operations from any type shall produce smoke, glare or other visual hazards within three statute miles of any useable runway of a public airport.

(3) No operations from any type shall produce electronic interference with navigations signals or radio communication between the airport and aircraft.

(4) Sanitary landfills will be considered as a n incompatible use if located within areas established for the airport through the application of the following criteria:

   a. Landfills located within 10,000 feet of any runway used or planned to be used by turbojet or turboprop aircraft.

   b. Landfills located within 5,000 feet of any runway used only by piston type aircraft.

   c. Landfills outside the above perimeters but within conical surfaces described by FAR Part 77 and applied to an airport will be reviewed on a case by case basis.

   d. Any landfill located so that it places the runways and/or approach and departure patterns of an airport between bird feeding, water or roosting areas.

(5) No public or private school or any other educational facility shall be constructed at either end of a runway in an area which extends five miles in a direct line along the centerline of the runway and which has a width measuring one-half the length of the runway. The city commission may grant an exception to this prohibition upon specific finding detailing how the public policy reason for the exception outweighs the health and safety concerns for such prohibition.

(6) While it is desirable to clear all objects from the runway protection zone (RPZ), some uses are permitted provided they do not attract wildlife, are outside of the runway object free area, and do not interfere with navigational aids. Automobile parking facilities, although discouraged, may be permitted, provided the parking facilities and any associated appurtenances, in addition to meeting all of the preceding conditions, are located outside of the central portion of the RPZ.

(7) Land uses prohibited from the RPZ are residences and places of public assembly. (Churches, schools, hospitals, office buildings, shopping centers, and other uses with similar concentrations of persons typify places of public assembly.) Fuel storage facilities may not be located in the RPZ.

(Ord. No. 3108, § 2, 9-17-2024)

Sec. 8-362. Nonconforming uses.

The regulations prescribed by this article shall not be construed to require the removal, lowering or other changes or alteration of any existing structure or tree not conforming to the regulations as of the effective date of this article. Nothing herein contained shall require any change in the construction or alteration of which was begun prior to the effective date of this article, and is diligently prosecuted and completed within two years thereof. The cost of removing or lowering any tree not conforming to the requirements of this division shall be borne by the proprietor of the airport affected by the nonconforming tree. Before any nonconforming structure or tree may be replaced, substantially altered or repaired, rebuilt or allowed to grow higher or replanted, a permit must be secured from the zoning administrator or their duly appointed designee. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming structure or tree or nonconforming use to be made or become higher or become a greater hazard to air navigation than it was as of the effective date of this article. Whenever the zoning administrator determines that a nonconforming use or nonconforming structure or tree has been abandoned or that the cost of repair, reconstruction or restoration exceeds the value of the structure or tree, no permit shall be granted that would allow said structure or tree to be repaired, reconstructed, or restored except by a conforming structure or tree.

(Ord. No. 3108, § 2, 9-17-2024)

Sec. 8-363. Appeals.

Any person desiring to erect or increase the height of any structure or use their property, not in accordance with the regulations prescribed in this article, may apply to the board of adjustment for a variance from such regulations. No application for variance to the requirements of this article may be considered by the board of adjustment unless a copy of the application has been furnished to the appropriate zoning administrator.

(Ord. No. 3108, § 2, 9-17-2024)

Sec. 8-364. Airport zones and height limitations.

(a) *Zones established.* In order to carry out the provisions of this article, there are hereby created and established certain zones which include all of the land lying beneath the approach, transitional, horizontal and conical surfaces as they apply to a particular airport. Such zones are shown on the Kissimmee Airport Zoning Map. The Kissimmee Airport Zoning Map is a separate map from the City of Kissimmee Zoning Map, which is land development based. The airport zoning map is aviation based.

(b) *Public civil airport height zones and limitations.* An area located in more than one of the described zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

(1) *Primary zone.*

a. An area longitudinally centered on a runway, extending 200 feet beyond each end of that runway with the width so specified for each runway for the most precise approach existing or planned for either end of the runway. No structure or obstruction will be permitted within the primary zone, that is not part of the landing and takeoff area, and is of a greater height than the nearest point on the runway center line. The width of the primary zone is as follows:

b. For other than utility runways the width is:

1. *Runways 06 and 24.* Five hundred feet for visual runways having only visual approaches.

2. *Runway 15 and 33.* One thousand feet for precision instrument runways having visibility minimums greater than three-fourths statute mile.

c. The width of the primary zone of a runway will be that width prescribed in this section for the most precise approach existing or planned for either end of that runway.

d. No structure or obstruction will be permitted within the primary zone that is not part of the landing and takeoff facilities and is of a greater height than the nearest point on the runway center line.

(2) *Horizontal zone.*

a. The area around each civil airport with an outer boundary the perimeter of which is constructed by swinging arcs of specified radii from the center of each end of the primary zone of each airport's runway and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is:

1. *Runway 24.* Five thousand feet for all runways designated as utility or visual.

2. *Runways 15, 33, 06.* Ten thousand feet for all other runways.

b. The radius of the arc specified for each end of the runway will have the same arithmetical value. That value will be the highest composite value determined for either end of the runway. When a 5,000 foot arc is encompassed by tangents connecting two adjacent 10,000 foot arcs, the 5,000 foot arc shall be disregarded on the construction of the perimeter of the horizontal zone. No structure or obstruction will be permitted in the horizontal zone that has a greater height than 150 feet above the airport height.

(3) *Conical zone.* The area extending outward from the periphery of the horizontal zone for a distance of 4,000 feet. Height limitations for structures in the conical zone are 150 feet above airport height at the inner boundary with permitted height increasing one foot vertically for every 20 feet of horizontal distance measured outward from the inner boundary to a height of 350 feet above airport height at the outer boundary.

(4) *Approach zone.* An area longitudinally centered on the extended runway center line and extending outward from each end of the primary surface. An approach zone is designated for each runway based upon the type of approach available or planned for that runway end.

a. The inner edge of the approach zone is the same width as the primary zone and it expands uniformly to a width of:

1. *Runway 24.* One thousand five hundred feet for that end of a runway other than a utility runway with only visual approaches.

2. *Runways 33 and 06.* Three thousand five hundred feet for that end of a nonprecision instrument runway other than utility, having visibility minimums greater than three fourths of a statute mile.

3. *Runway 15.* Sixteen thousand feet for all precision instrument runways.

b. The approach surface extends for a horizontal distance of:

1. *Runway 24.* Five thousand feet for all utility and visual runways.

2. *Runways 33 and 06.* Ten thousand feet for all nonprecision instrument runways other than utility.

3. *Runway 15.* Fifty thousand feet for precision runways.

c. The outer width of an approach zone to an end of a runway will be that width prescribed in this subsection for the most precise approach existing or planned for that runway end.

d. Permitted height limitation within the approach zones is the same as the runway end height at the inner edge and increases with horizontal distance outward from the inner edge as follows:

1. *Runway 24.* Permitted height increases by one foot vertically for every 20 feet horizontal distance for all utility and visual runways.

2. *Runways 33 and 06.* Permitted height increases by one foot vertically for every 34 feet horizontal distance for all non-precision instrument runways other than utility.

3. *Runway 15.* Permitted height increases one foot vertically for every 50 feet horizontal distance for the inner ten thousand feet and one foot vertically for every 40 feet additional for the precision instrument runway.

(5) *Transitional zone.* The area extends outward from the sides of the primary zones and approach zones, connecting them to the horizontal zone. Height limits within the transitional zone are the same as the primary zone or approach zone at the boundary line, where it adjoins and increases at a rate of one foot vertically for every seven feet horizontally, with the horizontal distance measured at right angles to the runway center line and extended center line until the height matches the height of the horizontal zone or conical zone or for a horizontal distance of 5,000 feet from the side of the part of the precision approach zone that extends beyond the conical zones.

(6) *Other areas.* In addition to the height limitations imposed in this section, no structure or obstruction will be permitted within the city or county that would cause a minimum obstruction clearance altitude, a minimum descent altitude, minimum vectoring altitude or a decision height to be raised.

(Ord. No. 3108, § 2, 9-17-2024)

Sec. 8-365. Conflicting regulations.

Where there exists a conflict between any of the regulations or limitations prescribed in this chapter and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

(Ord. No. 3108, § 2, 9-17-2024)

Column

INTERIM AD DRAFT

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

Notice ID: KGsa0jREWj3I3VeAy977 | **Proof Updated: Jun. 29, 2026 at 08:40am EDT**
Notice Name: COK*ORDINANCE 26-17- KISM MIN STANDARDS

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

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

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

07/02/2026: Legal and Public Notice	51.47

Subtotal	$51.47
Tax %	0
Processing Fee	$5.15
Total	**$56.62**

See Proof on Next Page

NOTICE OF PUBLIC HEARING(S)

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, July 7, 2026,** at **6:00 p.m.** in the Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and on **Tuesday, July 21, 2026,** at **6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #26-17

AN ORDINANCE REPEALING AND REPLACING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 8, AVIATION; REORGANIZING, UPDATING, AIRPORT ORDINANCES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

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 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, AT LEAST 48 HOURS PRIOR TO THE MEETING.
July 2, 2026



POLICY,

REGULATIONS

And

MINIMUM AERONAUTICAL SERVICE STANDARDS

FOR

AERONAUTICAL TENANTS AT

KISSIMMEE GATEWAY AIRPORT

CITY OF KISSIMMEE
REVISED MARCH 2014

SUMMARY OF CHANGES

1.) Section 4 Statement of Policy,

4.24 Disabled Aircraft: Commercial operators of aircraft leasing or subleasing property at Kissimmee Airport will have in place procedures, trained employees and equipment to remove disabled company aircraft from the Airport Operations Area (AOA)

2.) Section 5 Category "A" Aviation Fuel Sales,

5.05 Adequate Equipment and Trained Personnel: The Tenant will have adequate equipment and trained personnel to remove disabled aircraft, up to a gross weight of 12,500 lbs. from the Airport Operations Area (AOA) within thirty (30) minutes of notification during normal business hours, within two hours all other times.

3.) Section 6 Category "B" Flight Instruction and Aircraft Rental,

6.06, Move disabled aircraft from the Airport Operations Area within thirty (30) minutes of Notification.

4.) Section 12 Combinations of Aeronautical Activities,

12:02, Disabled aircraft removal requirements.

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MINIMUM STANDARDS AND REGULATIONS FOR AERONAUTICAL TENANTS AT KISSIMMEE GATEWAY AIRPORT

SECTION 1. PURPOSE, INTENT AND REQUIREMENTS

Note: For Sublease agreements please see par. 4.17

1.01 The purpose of these standards is to allow for the establishment and orderly development of a sound economic base upon which the Airport will thrive and experience a stable growth pattern; to insure that the public receives reliable, safe, adequate and nondiscriminatory services from any tenant conducting aeronautical activities at, or from the Airport; and to insure that all tenants conducting aeronautical activities at the Airport receive fair, equitable, and nondiscriminatory treatment as compared to others conducting the same to similar activities at the Airport.

1.02 The intent herein is to categorically identify those Minimum Standards and Regulations by which all persons, firms or other legal entities engaging in commercial (revenue producing) or noncommercial aeronautical activities at the Airport shall conduct their respective operations

1.03 The requirements, as set forth in these Standards and Regulations, are intended to ultimately protect the public health, safety and other interests and, to foster and promote the continued development of the Airport in a safe and efficient manner.

1.04 Any provision contained herein to the contrary notwithstanding, it is not intended that these Minimum Standards and Regulations are applicable to scheduled certificated or scheduled commuter airlines operating under Federal Aviation Regulations Part 121 or 135 and as such are specifically exempted from these Minimum Standards and Regulations. However, any scheduled certificated or commuter airline desiring to operate at the Airport shall be required to enter into a lease agreement with the City. This agreement shall make provision for payment for fees, leasing of space and establishment of operating rules and regulations relative to such airline operations at the Airport.

SECTION 2. IMPLEMENTATION AND APPLICATION

Note: For Sublease agreements please see par. 4.17

2.01 It is intended that the implementation and application of these Standards and Regulations shall be accomplished by the City of Kissimmee (hereinafter the City) through its appointed City Manager and Director of Aviation.

2.02 These Standards and Regulations shall be published to all existing tenants and shall be incorporated as a part of all future aeronautical lease/operating agreements or permits which the City may enter into relating to Kissimmee Gateway Airport.

2.03 Any Person(s), firm or legal entity wishing to obtain the right to operate and/or establish a leasehold on the Airport shall make written application to the City in the manner and form prescribed in these standards. Application for permission to establish, acquire and/or use Airport land or any facilities thereon shall be exclusively within the purview of the City; however, in no case shall an applicant submit anything less than the following information:

a. The applicant's legal name and address.

b. The applicant's primary business.

c. The applicant's express intent for utilization of land and/or facilities to be occupied, and more importantly, the services which are intended to be provided to the public.

d. The applicant must present a preliminary site plan of the proposed leasehold showing all proposed improvements and phasing.

e. The applicant's estimate of development cost for the improvements.

f. The applicant's schedule for commencement of lease term, operation and construction for leasehold improvements.

g. The applicant shall provide qualified references attesting to their financial responsibility and technical ability as related to the proposed business. The information will include the proposed method of financing and list of investors, if any.

h. The applicant shall provide, before commencement of operation, the names, addresses and qualifications of those key management

personnel who will be involved with the daily operation of the business.

i. The applicant shall provide a list of employees involved with the daily operation of the proposed business.

j. It will be the City's prerogative to issue identification cards to all persons having and conducting business upon the Airport. The applicant agrees to pay the cost of such required identification.

k. The applicant shall provide a current financial statement.

l. The applicant shall have, or show, the ability to obtain all City, County, State and Federal licenses necessary to conduct the proposed operation.

SECTION 3. DEFINITIONS

Note: For Sublease agreements please see par. 4.17

3.01 **Aeronautical Activities-** shall mean any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. "Commercial" aeronautical activities shall mean any activity by any person(s), firm or legal entity intended to result in a monetary gain: "noncommercial" aeronautical activities shall mean any activity by any person(s), firm or legal entity intended for their own benefit without the intent of monetary gain.

3.02 **Aircraft-** Shall mean and include all contrivances now or from now on used for flight, including but not necessarily limited to airplanes, blimps, rotorcraft, gliders, and free balloons.

3.03 **Airport-** Shall mean the aeronautical lands, known as the Kissimmee Gateway Airport, and all developments thereon. Lands abutting the Airport granted through-the-fence rights shall also be considered part of the Airport. The Airport shall also include, but not necessarily be limited to all runways, taxiways, rights-of-way, ramps, aprons, aircraft and vehicle parking areas, storage areas of all kinds and descriptions, improvements, utilities, facilities or other real property, necessary or convenient, or desirable, for the landing, takeoff, accommodation or servicing of aircraft of all types.

3.04 **Applicant-** Shall mean those person(s), firms, or legal entities wanting to acquire use of part of the Airport, or establish or use any facility on the Airport for an aeronautical activity or other purpose, and who have applied in writing and in the manner and form prescribed for permission to establish such operations on the Airport.

3.05 **City-** Shall mean the City of Kissimmee, Florida, and shall extend to include its several officers, agents and employees.

3.06 **Code-** Shall mean the Land Development Code, the Fire Code and the Building Code of the City.

3.07 **Commercial Activity-** Shall mean any activity conducted for compensation, direct or indirect, and any activity incidental thereto. The charging of fees by any person, whether or not resulting in a profit or gain, shall be deemed to constitute the receipt of compensation and any activities conducted by such persons in consideration therefore shall be deemed a commercial activity.

3.08 **FAA-** Shall mean the Federal Aviation Administration.

3.09 **Fixed Base Operator, ("FBO")-** Shall be any aeronautical tenant who fulfills and meets the minimum standards and provides any of the following aeronautical services:

a. Category "A", Aviation Fuel Sales and Related Services: This Tenant shall provide line services to include the sale and into-plane delivery of aviation fuels, lubricants and other related aviation petroleum products. This FBO must also provide facilities for tie-down or other storage of aircraft, ramp services and minor flight line repairs.

b. Category "B", Flight Instruction and Aircraft Rental: This Tenant shall provide training and instruction, in fixed or rotary wing aircraft, and may provide related ground school instruction as is required by the FAA for the category or categories of pilot licenses and ratings involved. This Tenant may also rent aircraft (fixed or rotary wing) for use by student or other pilots.

c. Category "C", Aircraft Charter and Air Taxi: This Tenant shall provide air transportation to the public for hire or on a charter basis as defined in FAR Part 135 as amended, revised or replaced.

d. Category "D", Airframe and Powerplant Repair: This Tenant shall be engaged in the maintenance and repair of aircraft and may sell aircraft parts and accessories.

e. Category "E", Avionics, Instrument and/or Propeller Repair Service: This Tenant shall be engaged in the business of maintenance and repair of aircraft radios, instruments, and/or propellers and accessories for aircraft. This Tenant category may sell new or used aircraft radios, instruments, propellers, and accessories.

f. Category "F", Other Aeronautical Services: This Tenant category encompasses those various aeronautical activities that are not essential to the flying public and are secondary to the traditional primary services as outlined in categories A-E. Category "F" tenants are specifically excluded from providing any services as defined in categories A through E. The following list is intended to illustrate typical activities that that would fall within this category, but it is not meant to be all inclusive or restrictive:

- Aircraft Painting
- Aircraft Upholstery Shop
- Hangar Rental Services
- Aircraft Sales
- Any Specialized Commercial Flight Services specifically excluded from FAR Part 135
- Corporate Flight Departments
- Any other Commercial Flight Services

g. Category "G", Aircraft Restoration Museum: This Tenant category encompasses those various aeronautical activities that are associated with restoration and the display of vintage aircrafts.

3.10 **Leasehold Improvement-** Shall include, but not necessarily be limited to, any modification, alteration, or repair, either of structural or architectural nature, accomplished by the tenant at their sole cost and expense. Any such improvement shall begin only after the City has approved the tenant's written application requesting same. In all instances, unless provided otherwise in the lease/operating agreement, upon the termination or natural expiration of a lease/operating agreement, title to such improvements shall revert to the City, at the option of the City.

3.11 **Minimum Standards-** Means the qualifications established herein by the Airport Owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

3.12 **Operator-** Shall mean any person(s), firm, or legal entities who have applied for and received written permission to engage in a commercial activity, on or from the Airport and have executed the required lease/operating agreement.

3.13 **Owner-** Shall mean the City of Kissimmee.

3.14 **Portable Fuel Tank (Bowser)** -Means any portable (trailer mounted) fuel tank, or fuel truck serving as such, used to store and dispense aviation type fuels to aircraft in lieu of a Category "A" FBO refueling vehicle.

Note: Portable Fuel Tank permit holders may NOT import fuel from off airport sources. Fuel must be purchased from existing Category "A" FBO's.

3.15 **Standard Construction Specifications-** Shall include, but not necessarily be limited to:

a. Federal Aviation Administration "Standards for Specifying Construction of Airports."

b. All other applicable Federal, State, County, Local and/or Airport building codes or other rules and/or regulations controlling construction on public airports.

3.16 **Tenant-**Shall mean any person(s), firm or legal entities who have applied for and received written permission to establish a leasehold or other right at the Airport whether for commercial activity or not.

SECTION 4. STATEMENT OF POLICY

Note: For Sublease agreements please see par. 4.17

4.01 It is the policy of the City to grant a lease and/or operating rights on the Airport to those qualified applicants who have applied for said lease rights in the manner and form prescribed.

4.02 Upon considering the applicant, the City shall determine whether the applicant meets the standards and qualifications as herein set out and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions.

4.03 It is the City's intent to have prepared, and make available, a current Airport Layout Plan that will be scaled, dimensional layout of the entire Airport property, indicating, overall, the current and proposed usage for each identifiable segment.

4.04 All existing Tenants with approved leases conducting operations on the Airport, before the effective date of these Standards and Regulations, are "grand-fathered" and will be allowed to continue operations without fully complying with these Standards and Regulations if the City determines that the continuation of such an operation is in the public interest and does not conflict with any FAA requirement, or if the City determines that it would be an extreme hardship, financial or otherwise, for such a Tenant to comply with these Standards and Regulations fully. When an existing lease of any present Tenant, who according to this subsection has not been required to comply with these Minimum Standards and Regulations fully, is extended, renegotiated, or amended such tenant shall be required to comply, within a reasonable time, with all applicable provisions of these Minimum Standards and Regulations. It shall be the policy of the City to afford ample time for each tenant to come into compliance with these Minimum Standards. Each Tenant's situation will be reviewed on an individual basis and an equitable arrangement will be negotiated and documented in the new or amended lease document. Portable Fuel Tanks (Bowsers) will not be "grand-fathered".

4.05 All Applicants shall meet the Minimum Standard, as recited herein, which pertain to their respective category.

4.06 It is the intent of the City to examine each application on its own merit. Each Applicant shall be responsible to satisfactorily evidence to the City, their respective technical ability and financial responsibility, including the capability to meet the insurance requirements as stated herein.

4.07 The City may review the **"Minimum Standards and Regulations for Kissimmee Gateway Airport"** from time to time and may make such revisions or amendments as shall be deemed necessary under the circumstances

surrounding the Airport to properly protect the health, safety and interest of the public. Upon enactment of any such amendments, all operators and tenants shall be required to conform to such amended standards, except as hereinbefore stated.

4.08 In addition to any FAA requirements, the City may establish and set up such rules and regulations as may be required for the (i) safe and orderly operation of the Airport, (ii) the safe and orderly operation of aircraft in the airport traffic area and airspace surrounding the airport, (iii) the safe and orderly operation of aircraft on the ground.

4.09 No person(s), firm or legal entities shall act as an Operator/Tenant or conduct any commercial activity of any kind or nature at all on the Airport, until that person(s), firm or legal entities have (i) applied for and received permission to so act, and (ii) has entered and executed a lease/operating agreement with the City. Each successful Applicant shall, within thirty (30) business days after having received written approval of their application be ready, willing, and able to enter a written lease/operating agreement with the City, in a form and manner prescribed by the City. For an air charter operation that is not based at the airport but operates to and from the airport, the payment of all applicable landing, parking or other levied fees by the non-based air charter operation shall be deemed sufficient to meet the requirements of this paragraph.

4.10 It is the intention of the City to enter into and execute a lease/operating agreement with the approved Applicant as soon as possible after such application is approved.

4.11 No application approved, or lease and/or operating agreement executed under these Standards and Regulations shall be transferable without first obtaining the prior consent of the City. Sale of a majority of voting stock of a corporation shall be deemed to be a transfer which consent cannot be unreasonably withheld.

4.12 All lease/operating agreements shall contain a covenant reciting the Operator's obligation to pay an amount for the basic annual rental of agreed space. Such stipulation and covenant will be recited in the applicable lease/operating agreement.

4.13 Concerning land having access to the Airport runway/taxiway system, it is the intent of the City to restrict the amount of land leased to any Operator/Tenant to the minimum area reasonably required for the specific aviation purposes that the Operator/Tenant agrees to conduct on the leased premises within two (2) years of the effective date of the Lease. The City will include a provision in each lease providing for the end of the Operator/Tenant's rights on the leased premises, or any portion thereof on which the Operator/Tenant has not made improvements or otherwise utilized for an approved aviation purpose within two (2) years. This time period may be extended for delays not the fault of the Operator/Tenant.

4.14 No revenue producing aeronautical related operation shall be conducted out of a T-Hangar or private hangar except by permission of the City.

4.15 With respect to FBO rights, no through the fence easements will be granted for any activity listed as Category "A - F" of the Minimum Standards, in order to comply with current Federal Aviation and Florida Department of Transportation policies

4.16 No co-op (an organization formed by several aircraft owner's for self-fueling purposes) fueling is allowed.

4.17 Sub-Lease Agreements: Lease holders who desire to sub-lease property for uses other than simple aircraft storage and office rental must make a formal written request providing the information specified in Section 2, 2.03. Any sub-lease activity that falls under an established FBO Category in these Minimum Standards will be required to comply with all provisions specified for the particular category, including insurance. In no case will a sub-lease agreement be approved if, in meeting the provisions of the Minimum Standards, the original leasee does not retain sufficient acreage, space, etc. to meet its own requirements under the Minimum Standards.

4.18 Multiple Activities by One FBO: Whenever a commercial airport operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, such commercial airport operator must comply with the minimum standards set forth herein for each separate activity being conducted. If the minimum standards for one of the commercial airport operator's activities are inconsistent with the minimum standards for another of the commercial airport operator's activities, then the minimum standards which are most beneficial to the City, and/or which are most protective of the public's health, safety and welfare, shall apply.

4.19 Activities not covered by Minimum Standards: Any activities for which there are no specific minimum standards set forth herein shall be subject to such standards and provisions as are developed by the airport director on a case-by-case basis and set forth in such commercial airport operator's written lease, license, permit or agreement with or from the City and shall pay the greater of twenty-five dollars ($25.00) per month or a monthly aeronautical business permit fee of two and one-half (2 ½) percent of gross income from the operator's sales of all services.

4.20 Off Airport Aeronautical Activity: Any commercial aeronautical activity that comes on the airport to perform any services will be required to apply for a permit and pay the greater of $25.00 per month or 2 ½ percent of gross income limited to transactions associated with airport use.

4.21 Personnel, subtenants, and invitees; control and demeanor: Each commercial airport operator shall employ a sufficient number of trained, on-duty personnel to provide for the efficient, safe, orderly and proper compliance with its obligations under its lease, license, permit or agreement. Each commercial airport operator shall control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the City concerning the conduct or demeanor of any such person, the commercial airport operator shall immediately take all lawful steps necessary to remove the cause of the objection. Each commercial airport operator shall conduct its operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb, endanger or be offensive to others.

4.22 Waiver or modification of standards: The airport director may waive or modify any portion of these minimum operating standards for the benefit of any governmental agency performing non-profit public services, fire protection or fire-fighting operations. The City Manager may waive or modify any portion of these minimum operating standards for any person when it is determined that such waiver or modification is in the best interest of the City and will not result in unjust discrimination among commercial airport operators at the Airport.

4.23 Security: Leaseholders are responsible for ensuring their leasehold cannot be used as a point of unauthorized access to the airport by pedestrians or vehicles. Care must be taken to ensure access in controlled areas both during hours of operation as well as non-operating hours.

4.24 Disabled Aircraft: Commercial operators of aircraft leasing or subleasing property at Kissimmee Airport will have in place procedures, trained employees and equipment to remove disabled company aircraft from the Airport Operations Area (AOA), defined as any runway or parallel taxiway, within 30 minutes. Individual owners of based aircraft must be prepared to remove their aircraft within 30 minutes as well. Note: This disabled aircraft removal requirement may be performed by a Category "A" FBO or other entity, provided a written agreement signed by both parties exists and is on file with the Director of Aviation.

SECTION 5. STANDARDS AND REGULATIONS FOR TENANT CATEGORY "A" AVIATION FUEL SALES AND RELATED SERVICES:

This Tenant provides aviation fuels, lubricants and other services to the public in support of aircraft operations on the airport.

Note: For Sublease agreements please see par. 4.17

5.01 The Tenant shall lease, or have under their control, an area of not less than eight (8) contiguous acres and provide, by constructing or leasing, a building that provides adequate space (minimum of 8,000 square feet) to conduct the business or businesses provided for in the lease agreement with the City. The building shall meet all applicable city codes and be properly conditioned and lighted. The Tenant shall also provide adequate flight planning facilities including dedicated internet access. Facilities will not be shared with other activities. Any approved through-the-fence operators may meet this standard at the discretion of the City by leasing on-airport property that is contiguous to the property they own.

5.02 The Tenant shall provide a paved aircraft apron of concrete rigid pavement or flexible asphalt surface of not less than 180,000 square feet with fuel resistant seal-coating within the leased area. The Tenant shall provide a paved taxiway within and without the leased area to satisfy aircraft movement from the Tenant's facilities to the existing airport taxiway system. At least one (1) aircraft storage hangar of not less than 14,000 square feet and suitable for aircraft up to 96 foot wing span and 26 foot height (GV or Global Express). The Tenant shall provide adequate paved automobile parking space within the leased area in accordance with City code. The Tenant shall also provide paved walkways and landscaping to meet code requirements.

5.03 The Tenant shall provide a full range of approved retail fuel services, including jet fuel and avgas. The Tenant shall provide at least one (1) eight thousand gallon fuel storage tank for each grade of fuel and maintain an adequate supply of the product. The Tenant shall provide metered, filter-equipped dispensers, fixed or mobile, for dispensing required grades of fuel. Separate dispensing pumps and meters are required for each grade of fuel. Existing Tenants that are currently only providing one type of fuel may, at the discretion of the City, meet this standard by utilizing another FBO on the airport for the other type of fuel. Fuel storage tank areas will meet the design standards specified by the airport to ensure compliance with South Florida Water Management District Permit best practices and other regulatory documents.

5.04 The Tenant shall provide usual and customary cabin and aircraft services on the ramp or apron parking areas, but only within the premises leased to the Tenant. The Tenant may perform minor or major repair services or may contract for this service.

5.05 The Tenant will have adequate equipment and trained personnel to remove disabled aircraft, up to a gross weight of 12,500 lbs. from the Airport Operations Area (AOA) within thirty (30) minutes of notification during normal business hours (currently 7:00 AM to 9:00 PM, seven (7) days per week and not later than two (2) hours at all other times.

FBO's are assumed to be responsible for disabled aircraft handling for all subtenants' aircraft and transient aircraft with reservations. When determined by the Director of Aviation or his or her designee, which automatically includes all Airport Operations Coordinators, multiple FBO employees and equipment will be utilized to remove disabled aircraft.

5.06 The Tenant shall have such equipment as necessary to provide for aircraft towing and for recharging and energizing aircraft batteries and starters. All equipment shall be maintained and operated according to Federal, State, Local and/or Airport codes. At least one (1) aircraft tug and one dedicated "golf cart" or other suitable ramp transport vehicle will be operational at all times.

5.07 Any Tenant who maintains fuel storage facilities that are subject to registration by the State of Florida shall be required to purchase a Pollution Liability Policy. This policy shall name the City as an additional insured, and shall be in such amount as recommended by the City's insurance carrier and shown on the attached Minimum Insurance Requirement chart.

5.08 In conducting refueling operations, every Tenant shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide fire extinguishers or other equipment, approved by the National Fire Protection Association, of such types and in such numbers as are commensurate with the hazards involved in refueling and servicing aircraft.

5.09 The Tenant shall provide for the adequate and sanitary handling and disposal away from the Airport, of all trash, waste, and other materials, including but not limited to: used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.

5.10 The Tenant shall have the premises open for aircraft fueling and oil dispensing service 7:00a.m. to 9:00 p.m. seven (7) days a week. The Tenant shall arrange for such service during other hours on a call back basis.

5.11 The Tenant shall have in his employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards as set forth in this category of services in an efficient manner. Employees must be certified through an approved training organization, such as National Aviation Trades Association. Employees working as supervisors must be

certified as a supervisor through the certified training program. Said personnel shall be trained in operating the firefighting equipment specified in 5.07 above.

5.12 The Tenant shall be duly licensed by the City and County.

5.13 The Tenant shall provide insurance as listed in the Minimum Insurance Requirement Chart.

SECTION 6. STANDARDS AND REGULATIONS FOR TENANT CATEGORY "B"- FLIGHT INSTRUCTION AND AIRCRAFT RENTAL

This category Tenant engages in flight instruction in fixed and rotary wing aircraft, and may provide related ground school instruction as required by the FAA for the category or categories of pilots licenses and ratings involved. This Tenant may also rent aircraft (fixed or rotary wing) for use by their students or other pilots.

Note: For Sublease agreements please see par. 4.17

6.01 The tenant shall lease an area from City of not less than ~~two~~ four acres and provide, by constructing or leasing, a building that provides adequate space to conduct the business (es) provided for in the lease agreement with the City to include ground school instruction and written examination. The building shall meet all applicable City codes and be properly conditioned and lighted and shall provide adequate internet access, for flight planning and weather purposes.

6.02 Tenant shall provide a paved taxiway within and without the leased area to satisfy aircraft movement from the Tenant's facilities to the existing airport taxiway system. The Tenant shall provide adequate paved automobile parking space within the leased area to satisfy all of the Tenant's employees and customers. The Tenant shall also provide paved walkways and landscaping to meet code requirements. The Tenant shall provide adequately sized paved aircraft parking apron to park all school aircraft and additional student-owned aircraft.

6.03 The Tenant shall possess a FAR Part 141 Certificate from the FAA. The Tenant shall have available for use in flight training, either owned or under a written lease to Tenant, at least twelve (12) Single Engine Land aircraft, at least one multi engine land aircraft, and two helicopters. A minimum of 12 single engine and one multi engine fixed wing aircraft must be equipped for and can be used for instrument flight instruction.

The minimum number of aircraft is waived if instruction is being provided for jet or vintage aircraft or a specific aircraft requiring a "type rating" endorsement by the FAA.

6.04 The Tenant shall have the premises open and services available eight (8) hours daily, six (6) days a week. The Tenant shall have on a full-time basis at least one flight instructor who is properly and currently certified by the Federal Aviation Administration to provide the types of training offered.

6.05 The Tenant shall arrange for someone to be present in the office during the required operating hours, and shall provide telephone service during that period. The Tenant is required to have office personnel present when multiple school aircraft are performing nighttime flight operations.

6.06 Sufficient supervisory and maintenance personnel are to be available on short notice, during all school flight operations, to facilitate disabled aircraft from the Airport Operations Area within thirty (30) minutes of Notification, and to address overdue and missing aircraft inquiries from FAA Air Traffic Control, Civil Air Patrol and National Search and Rescue agencies. Disabled aircraft removal requirement may be performed by a Category "A" FBO or other entity, but a written agreement, must be on file with Director of Aviation.

6.07 The Tenant shall provide insurance as listed in the Minimum Insurance Requirement Chart at the end of this document.

6.08 The Tenant shall be duly licensed by the City and County.

SECTION 7. STANDARDS AND REGULATIONS FOR TENANT CATEGORY "C" – AIRCRAFT CHARTER AND AIR TAXI

An air charter or air taxi tenant engages in the business of providing air transportation to the public as defined in the Federal Aviation regulations.

Note: For Sublease agreements please see par. 4.17

7.01 The Tenant shall lease an area from the City of not less than 30,000 square feet and provide, by constructing or leasing, a building that has adequate space to conduct the activities allowed in the lease agreement with the City. The building shall meet all applicable City codes and be properly conditioned and lighted; and shall provide public telephone facilities for customer use.

The Tenant shall provide a paved taxiway within and without the leased area to satisfy aircraft movement from the Tenant's facilities to the existing airport taxiway system. The Tenant shall provide adequate paved automobile parking space within the leased area to satisfy all of the Tenant's employees and customers. The Tenant shall also provide paved walkways and landscaping to meet code requirements.

7.02 The Tenant shall provide, either owned or under a written lease to the Tenant, one single-engined four place aircraft, which must meet the requirements of the air taxi commercial operator certificate held by the Tenant, including instrument operations.

7.03 The Tenant shall have the premises open and services available eight (8) hours daily, five days a week. The Tenant shall provide on-call service during non-business hours. The Tenant shall arrange for someone to be present in the office during the required operating hours.

7.04 The Tenant shall have in his employ and on duty during the appropriate business hours, sufficient trained personnel to meet the minimum standards set forth in this Category in an efficient manner but never less than at least one person who is an FAA certified commercial pilot and otherwise appropriately rated to conduct the flight activity offered by the Tenant.

7.05 The Tenant shall provide insurance as listed in the Minimum Insurance Requirement chart at the end of this document.

7.06 The Tenant shall be duly licensed by the City and County.

SECTION 8. STANDARDS AND PROCEDURES FOR TENANT CATEGORY "D" – AIRFRAME AND POWERPLANT REPAIR.

An aircraft airframe and powerplant maintenance and repair tenant provides necessary services to both based and itinerant aircraft. This category shall also include the sale of aircraft parts and accessories**.**

Note: For Sublease agreements please see par. 4.17

8.01 The Tenant shall lease an area from the City, or sublease from another tenant, of not less than 30,000 square feet and provide, by constructing or leasing, a building that has adequate space to conduct the activities allowed in the lease agreement with the City. The building shall meet all applicable City codes and be properly conditioned and lighted; and shall provide public telephone facilities for customer use.

The Tenant shall provide a paved taxiway within and without the leased area to satisfy aircraft movement from the Tenant's facilities to the existing airport taxiway system. The Tenant shall provide adequate paved automobile parking space within the leased area to satisfy all of the Tenant's employees and customers. The Tenant shall also provide paved walkways and landscaping to meet code requirements.

8.02 The Tenant shall provide adequate shop space to house all equipment, and shall keep on hand at all times adequate equipment, tools, jacks, lifts, and testing equipment to perform aircraft maintenance as required by the Federal Aviation Administration.

8.03 The Tenant shall have the premises open and services available eight (8) hours daily, five (5) days each week.

8.04 The Tenant shall have in their employ, and on-duty during business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category of services in an efficient manner, but not less than one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being done and who holds an airframe power plant or an aircraft inspector rating, and one other person not necessarily rated, or maintain an FAR Part 145 Certificate.

8.05 The Tenant shall arrange for someone to be present in the office during the required operating hours.

8.06 The Tenant shall be duly licensed by the City and County.

8.07 The Tenant shall provide insurance as listed in the Minimum Insurance Requirement chart at the end of this document.

Section 9. STANDARDS AND REGULATIONS FOR TENANT CATEGORY "E" – AVIONICS, INSTRUMENT AND/OR PROPELLER REPAIR

An avionics instrument, or propeller repair station Tenant engages in the business of maintenance and repair of aircraft radios, propellers, instruments, and accessories for aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories. The Tenant shall hold the appropriate repair shop certificates issued by FAA for the types of equipment he plans to service and/or install.

Note: For Sublease agreements please see par. 4.17

9.01 The Tenant shall lease an area from the City, or sublease from another tenant, of not less than 30,000 square feet and provide, by constructing or leasing, a building that has adequate space to conduct the activities allowed in the lease agreement with the City. The building shall meet all applicable City codes and be properly conditioned and lighted; and shall provide public telephone facilities for customer use.

The Tenant shall provide a paved taxiway within and without the leased area to satisfy aircraft movement from the Tenant's facilities to the existing airport taxiway system. The Tenant shall provide adequate paved automobile parking space within the leased area to satisfy all of the Tenant's employees and customers. The Tenant shall also provide paved walkways and landscaping to meet code requirements.

9.02 The Tenant shall have the premises open and services available a minimum of eight (8) hours daily, five days a week.

9.03 The Tenant shall have in their employ and on-duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one (1) person who is a Federal Communications Commission rated repair technician.

9.04 The Tenant must hold the appropriate Federal Communications Commission license and/or certificates.

9.05 The Tenant shall be duly licensed by the City and County.

9.06 The Tenant shall provide insurance as listed in the Minimum Insurance Requirement chart at the end of this document.

SECTION 10. STANDARDS AND REGULATIONS FOR TENANT CATEGORY "F" – OTHER AERONAUTICAL SERVICES

This Tenant category encompasses those various aeronautical activities that are not essential to the flying public and are secondary to the traditional primary service in categories A through E. Tenants within this category are specifically excluded from providing any services as defined in categories A through E. The following list is intended to illustrate typical activities that would fall into this category, but it is not meant to be all-inclusive or restrictive:

Note: For Sublease agreements please see par. 4.17

1) Aircraft painting
2) Aircraft Upholstery Shop
3) Hangar Rental Services
4) Aircraft Sales
5) Any specialized Commercial Flight Services specifically excluded from FAR PART 135
6) Corporate Flight Departments
7) Any other commercial flight services

10.01 The Tenant shall lease an area from the City of not less than 30,000 square feet and provide, by constructing or leasing, a building that has adequate space to conduct the activities allowed in the lease agreement with the City. The building shall meet all applicable City codes and be properly conditioned and lighted; and shall provide public telephone facilities for customer use.

The Tenant shall provide a paved taxiway within and without the leased area to satisfy aircraft movement from the Tenant's facilities to the existing airport taxiway system. The Tenant shall provide adequate paved automobile parking space within the leased area to satisfy all of the Tenant's employees and customers. The Tenant shall also provide paved walkways and landscaping to meet code requirements.

10.02 The Tenant shall provide and have based on their leasehold, either owned or under written lease to Tenant, appropriate numbers of aircraft that are airworthy and, meet all the requirements of the Federal Aviation administration with respect to the type of operations to be done.

10.03 The Tenant must provide, by means of an office or a telephone, a point of contact for the public wanting to use Tenant's services.

10.04 The Tenant shall have in their employ, and on duty during the appropriate business hours sufficient trained personnel in such numbers as may be required for the type of operation to be done.

10.05 The Tenant shall be duly licensed by the City and County.

10.05 The Tenant shall provide insurance as listed in the Minimum Insurance Requirement chart at the end of this document.

SECTION 11. STANDARDS AND REGULATIONS FOR TENANT CATEGORY "G" – VINTAGE AIRCRAFT OPERATIONS, RESTORATION, AND MUSEUM ACTIVITIES

This Tenant category encompasses those various aeronautical activities that are associated with the operations, restoration, exhibition, and display of vintage aircraft. For purposes of this section, an aircraft is considered "vintage" if it is more than forty (40) years old.
Note: For Sublease agreements please see par. 4.17

Since this activity generates a significant amount of interest and business activity, the Tenant is authorized and may provide one or more of the following services commensurate with restoration and museum activities of vintage aircraft.

a) Aircraft tie-down and storage, ramp services and minor flight line repairs may be provided on leased airport property in association with museum activity.

b) Flight instruction and Aircraft Rental: Provide orientation, flight instruction, and related ground school instruction as required in connection with restoration and museum activities of vintage aircraft. Such aircraft may be rented for use by students or other pilots.

c) Airframe and Powerplant repair: May engage in maintenance and repair of vintage or other aircraft associated with bona fide restoration or museum activities, and the sale of associated aircraft parts and accessories.

d) Avionics, instruments, and propeller repair service: May engage in the business of maintenance and repair of aircraft radios, instruments, propellers, and accessories of vintage aircraft and other aircraft associated with bona fide restoration or museum activities.

e) Other aeronautical services: The following list illustrates activities authorized, but is not all-inclusive or restrictive. These activities can be performed in connection with vintage aircraft and aircraft associated with bona fide restoration and museum activities.

- Aircraft painting
- Aircraft upholstery
- Aircraft sales
- Any specialized commercial flight services specifically excluded from FAR Part 135

11.01 The Tenant shall lease an area from the City of not less than three acres and provide, by constructing or leasing, a hangar of no less than 20,000 square feet of aircraft storage and no less than 10,000 square feet of office, display or other space under heating and air conditioning. A hangar complex of two structures

that meet the requirements above is permissible. Two or more structures that exceed the requirements above is also permissible. The Tenant shall provide adequate paved aircraft and automobile parking areas, within the leased area to satisfy all of the Tenant's employees and customers. The Tenant will also provide walkways and landscaping to meet code requirements.

11.02 The Tenant shall provide and have based on their leasehold, either owned or underwritten lease to Tenant, appropriate numbers of aircraft that are airworthy and, meet all the requirements of the Federal Aviation administration with respect to the type of operations to be done.

11.03 The Tenant must provide, by means of an office or a telephone, a point of contact for the public wanting to use Tenant's services.

11.04 The Tenant shall have in their employ, and on duty during the appropriate business hours sufficient trained personnel in such numbers as may be required for the type of operation to be done.

11.05 The Tenant shall be duly licensed by the City and County.

11.05 The Tenant shall provide insurance as listed in the Minimum Insurance Requirement chart at the end of this document.

SECTION 12. STANDARDS AND REGULATIONS FOR TENANTS ENGAGING IN A COMBINATION OF AERONAUTICAL ACTIVITIES

The practice of providing a variety of aeronautical activities by a single tenant is beneficial to the Tenant, the flying public, and the airport and is encouraged by the City.

Since developing minimum standards for every possible combination of services would be nearly impossible, the following will serve as guidelines for the City to use when developing a lease agreement involving a combination of activities.

Note: For Sublease agreements please see par. 4.17

12.01 The Tenant shall lease an area from the City that is at least equal in area to the highest of the minimum square footage requirements set forth for the services to be provided. The City reserves the right to require the leased area and/or building floor space to be greater than the aforementioned minimums if, in the City's opinion, such increased requirements are necessary or desirable to properly satisfy the public need for the services to be provided. In no case will the City require the leased land area to be greater than the sum of the requirements for the combination of categories as specified for the services to be provided.

If flight instruction is one multiple service offered, the Tenant shall provide both a classroom and a flight planning area in the building.

The Tenant shall provide a paved taxiway within and without the leased area to satisfy aircraft movement from the Tenant's facilities to the existing airport taxiway system. The Tenant shall provide adequate paved automobile parking space within the leased area to satisfy all of the Tenant's employees and customers. The Tenant shall also provide paved walkways and landscaping to meet code requirements.

12.02 The Tenant shall comply with the aircraft requirements for each aeronautical service to be provided. Multiple uses may be made of all aircraft.

The Tenant shall provide the equipment and services required to meet the minimum standards as herein before provided for each aeronautical service the Tenant is providing disabled aircraft removal requirements.

12.03 The Tenant shall follow the hours of operation required for each aeronautical service being done.

12.04 The Tenant shall have in their employ, and on duty during business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service the Tenant is doing. Multiple

responsibilities may be assigned to meet the personnel requirements for each aeronautical service being done by the Tenant, but such multiple responsibilities may not be assigned to the Federal Aviation Administration certificated radio repair station or the aircraft repair shop personnel.

12.05 The Tenant shall be duly licensed by the City and County.

12.06 The Tenant shall provide insurance as listed in the Minimum Insurance Requirement chart at the end of this document.

Section 13. REQUIREMENTS FOR SELF-FUELING AIRCRAFT WITH MOGAS

The following requirements pertain to all airport users wanting to use automotive gasoline (mogas) instead of aviation gasoline (avgas) in their aircraft.

Note: For Sublease agreements please see par. 4.17

13.01 PERMIT All automotive gasoline self-fueling operations will be governed by a permit issued by the City at a cost of $75.00 per year per aircraft for commercial use, and $20.00 per year per aircraft for noncommercial use, good for one (1) year. Such a permit must be issued for each aircraft subject to self-fueling operations. The permit must be affixed in the manner described be the City only to the aircraft identified in the Supplemental Type Certificate.

13.02 FUEL Mogas must meet ASTM D-439-58 standards at the time of delivery into the aircraft. Mogas may be substituted for avgas in only those aircraft for which an individual Supplemental Type Certificate (STC) has been approved be the Federal Aviation Administration. A copy of the individually held STC must be on file with the City.

13.03 REFUELING OPERATIONS airport users not operating under a lease contract with the airport to conduct fueling operations must refuel only in areas designated for that purpose. Refueling of aircraft in a hangar or building is strictly prohibited.

- The maximum container size used for the transport and storage of mogas shall not exceed 5 gallons, and must be approved by the Fire Chief or other appropriate authority.

- Pumps, either hand or power operated, shall be used to transfer fuel from the mogas container into the aircraft. Pouring or gravity flow transfer of fuel is not permitted. The transfer of fuel from the storage tank of a ground-based vehicle (e.g., an automobile) is not permitted.

- The storage of mogas in any amount in a hangar, building or tie-down area is not permitted.

- The transportation of mogas onto or off the airport must be done according to the regulations established by the Fire Chief or other appropriate authority.

13.04 PERSONNEL Aircraft owners and operators engaged in refueling operations shall be properly trained in fuel handling and associated safety procedures and shall follow standard industry practice for aircraft refueling operations.

SECTION 14. BASIC LEASE/OPERATING AGREEMENT TERMS AND CONDITIONS

Note: For Sublease agreements please see par. 4.17

14.01 Tenant covenants to conduct their business for the use and benefit of the public.

14.02 Tenants shall furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport.

14.03 Tenants shall furnish said service on a fair, equal and nondiscriminatory basis for all users.

14.04 Tenants shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14.05 The City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of the Tenant, and without interference or hindrance.

14.06 City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting, or permitting to be built, any building or other structure on the Airport which, in the opinion of the City would limit the usefulness of the Airport or is a hazard to aircraft.

14.07 Any lease/operating rights agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States, concerning the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

14.08 City reserves the right, but shall not be obligated to the Tenant to maintain and keep in repair the landing area of the Airport and all publicly owned facilities on the Airport, together with the right to direct and control all activities of the Tenant in this regard.

14.09 The Tenant, their agents and employees will not discriminate against any person or class of persons because of race, color, creed, or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited be Part 15 of the Federal Aviation Regulations. In addition, use of lease premises will be in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally

Assisted Programs of DOT; effectuation of Title VI of the Civil Rights Act of 1964; DOT Part 27 (Nondiscrimination of the Handicapped); and 49 CFR Part 23 (MBE).

The Tenant further agrees to comply with such enforcement procedures as the United States might demand that the City take to comply with the Sponsor's Assurances.

14.10 It is clearly understood by the Tenant that no right or privilege has been granted which would cause or prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform outside the leasehold area of Tenant but only in those areas designated by the Director.

14.11 Landscaping of facilities is required. Each Tenant will be required to provide a plan for landscaping their leasehold area, to be approved by the City and maintained be the Tenant in a neat, clean and aesthetically pleasing manner.

14.12 Each Tenant shall provide for the adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including, but not limited to, used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.

14.13 All leasehold improvements by Tenant shall be made in strict conformance with the standard construction specifications promulgated by the City. Prior to the constriction or display of any exterior signing, written approval must be obtained from the City. All signs shall comply with the Airport and City's sign code.

14.14 Each Airport tenant shall protect the general public, customers or clients and the City from all lawful damages, claims or liability, and they shall provide types of insurance required in the applicable category(s) and written in such amounts designated on the schedule included titled **"Minimum Insurance Requirements"** as amended from time to time by the City. The City shall be an additional named insured in any such policy and a certificate of insurance evidencing the same and the required coverage shall be delivered to the City prior to or at the time of any lease of Airport Property. The certificate of insurance shall also provide that the City will be notified by the insurance company, in writing, thirty (30) days before any cancellation of such insurance. Such insurance policies shall remain in full force and effect during the term of the lease/contract between the tenant and the City, and any renewal policies shall be filed with the City not less than thirty (30) days before the expiration date of such policies.

14.15 All Tenants shall conform with and abide by all rules and regulations of the Federal Aviation Administration, Kissimmee Gateway Airport, and the City. In

this regard, Tenants shall require that aircraft that they own or operate, or make available for hire, be operated by personnel who hold appropriate and current Federal Aviation Administration Pilot and Medical Certificates.

14.16 No construction of any kind shall be done at the Airport without the prior written approval of the Federal Aviation Administration, if required, or its successor governmental agency, and the City, and no such approval shall be granted unless such construction and design is consistent with the latest FAA approved airport master plan/airport layout plan for the development of said Airport. Construction shall be completed within six months of the date of such written approval and shall be subject to applicable City Ordinances, Building Codes and fees.

14.17 Ramp space other than ramp space specifically leased to Tenants shall be for use by the public only. No Tenant shall be permitted to use any portion of any public ramp space for their exclusive use or to use any of such ramp space as parking or tie-down area.

14.18 Rental rates to be paid by any Tenant to the City for the lease of land, building space and/or other improvements owned by the City under a duly executed agreement between the Tenant and the City, shall be increased or decreased on each third (3rd) anniversary of the agreement, in accordance with the fluctuation of the U.S. Department of Commerce "Consumer Price Index," (Hereinafter the CPI), the adjusted rental rates shall be computed on each 3rd anniversary, to be effective for the next period, be multiplying the rental rates set forth in the agreement by a fraction the numerator of said fraction being the most recently published CPI prior to the applicable anniversary date and the denominator of said fraction being the CPI for the month of the effective date of the agreement. In no event shall such adjustment of rental rates result in a reduction of said rates below the rates set forth in the agreement.

14.19 All non-airworthy aircraft not in an enclosed structure shall be removed from the Airport on thirty (30) days written notice from the City to Tenant at Tenant's expense unless a waiver is required and granted by the City for insurance purposes.

14.20 If there is a conflict between the terms of these "**Minimum Standards and Regulations for Aeronautical Tenants at Kissimmee Gateway Airport"** and the provisions of any lease of part of the Airport property, the terms of the lease shall be controlling, providing they are not less stringent than these standards.

14.21 Nothing in these **"Minimum Standards and Regulations for Aeronautical Tenants at Kissimmee Gateway Airport"** shall be construed as the conferring of a positive privilege and/or exclusive right to do business on the Airport irrespective of any existing agreement between the City and Tenant. Any

subsequent grant of Federal funds, administered by FAA, requires the City to agree not to permit the establishment of an exclusive right to engage in any aeronautical activities in the future and to terminate any existing agreement which permits such an exclusive right as soon as possible.

SECTION 15. PENALTY FOR VIOLATION

Note: For Sublease agreements please see par. 4.17

The Director may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of these Minimum Standards pending a hearing by the Board. Upon such a hearing, such person may be deprived of further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property. Any violation shall be a misdemeanor, and upon conviction, be punishable by a fine not exceeding two hundred ($200) dollars, and each day a violation continues to exist shall constitute a separate offense. This section is cumulative of all other penalties for violation of Federal, State, and local laws, rules, regulations, ordinances, and orders. Citation for violation or issuance of a violation ticket of any of the Minimum Standards prescribed herein may be made by any authorized code enforcement officer. The director or the Board may request authorized code enforcement officers to investigate any suspected violation of these rules.

MINIMUM INSURANCE REQUIREMENTS

KISSIMMEE GATEWAY AIRPORT (REVISED 01/2009)

TYPE OF INSURANCE	CATEGORY 'A'	CATEGORY 'B'	CATEGORY 'C'	CATEGORY 'D'	CATEGORY 'E'	CATEGORY 'F'	CATEGORY "G"	SELF FUELING
	FBO Aviation Fuel Sales and Related Services	Flight Instruction and Aircraft Rental	Aircraft Charter & Air Taxi	Airframe and Powerplant Repair	Avionics, Instrument and/or Propeller Repair	Other Aeronautical Services (as required)	Vintage Aircraft Restoration & Museum (as required)	
Commercial General Liability:								
Bodily Injury (each accident)	1,000,000	3,000,000	3,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
Property Damage (each Accident)	1,000,000	500,000	500,000	500,000	500,000	500,000	500,000	
Aircraft Liability:								
Bodily Injury (each accident)				500,000		500,000	500,000	
Property Damage (each accident)				300,000		300,000	300,000	
Passenger Liability (each passenger, each accident)				500,000		500,000	500,000	
Student/Renter Liability (each passenger, each accident		50,000						
Hangar Keeper Liability (each occurance)	1,000,000			500,000	500,000	500,000	500,000	
Products Liability (each occurance)	1,000,000							
Motor Vehicle Liability								
Bodily Injury (each accident)	1,000,000			1,000,000	1,000,000	1,000,000	1,000,000	
Property Damage (each accident)	300,000			300,000	300,000	300,000	300,000	
Pollution Liability	1,000,000			1,000,000	1,000,000	(as needed)	(as needed)	300,000 minimum
Workers Compensation	Required	Required	Required	Required	Required	Required	Required	

ucommon/Apshared/MS/Appendix C MS Ins requirements 012009

MINIMUM SERVICE STANDARDS

FOR

AERONAUTICAL SERVICE OPERATORS

AT

KISSIMMEE GATEWAY AIRPORT

CITY OF KISSIMMEE
REVISED July 2026

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SECTION 1. PURPOSE, INTENT AND REQUIREMENTS

PURPOSE

1.01 The purpose of these standards is to allow for the establishment and orderly development of a sound economic base upon which the Airport will thrive and experience a stable growth pattern; to insure that the public receives reliable, safe, adequate and nondiscriminatory services from any Tenant conducting Aeronautical Activities at, or from the Airport; and to insure that all Tenants conducting Aeronautical Activities at the Airport receive fair, equitable, and nondiscriminatory treatment as compared to others conducting the same to similar activities at the Airport.

INTENT

1.02 The intent herein is to categorically identify those minimum standards and regulations by which all persons, firms or other legal entities engaging in commercial (revenue producing) or non-commercial Aeronautical Activities at the Airport shall conduct their respective operations.

1.03 The requirements, as set forth in these Minimum Standards, are intended to ultimately protect the public health, safety and other interests and, to foster and promote the continued development of the Airport in a safe and efficient manner. These Minimum Standards are not intended to be all inclusive. Operations and/or activities on the Airport will be subject to all applicable federal, state, and local laws, codes, ordinances, and rules and regulations pertaining to all such activities.

REQUIREMENTS

1.04 The requirements, as set forth in these Minimum Standards, are intended to ultimately protect the public health, safety and other interests and, to foster and promote the continued development of the Airport in a safe and efficient manner. Applicable laws and regulations include:

- Federal Aviation Act of 1958, as amended, and its precedent, Civil Aeronautics Act of 1938
- Surplus Property Act of 1944
- Civil Rights Act of 1964
- Airport and Airway Improvement Act of 1982
- Airport and Airway Safety and Capacity Expansion Act of 1987
- FAA Reauthorization Act of 1996
- FAA Modernization and Reform Act of 2012
- FAA Reauthorization Act of 2024

- FAA Order 5190.6B, Airport Compliance Manual
- Advisory Circular 150/5190-6, Exclusive Rights at Federally Obligated Airports
- Advisory Circular 150/5190-8, Minimum Standards for Commercial Aeronautical Activities

SECTION 2. IMPLEMENTATION AND APPLICATION

IMPLEMENTATION

2.01 It is intended that the implementation and application of these Minimum Standards shall be accomplished by the City through its appointed City Manager and Director of Aviation.

2.02 These Minimum Standards shall be published to all existing Operators and Tenants and shall be incorporated as a part of all future aeronautical lease/operating agreements or permits which the City may enter into relating to the Airport.

2.03 These Minimum Service Standards for Aeronautical Service Operators at Kissimmee Gateway Airport, dated April 2025 ("Minimum Standards"), shall fully amend, restate, and supersede all prior versions of the minimum standards in place at the Airport, as of the Effective Date.

APPLICATION

2.04 Any person(s), firm or legal entity wishing to obtain the right to operate and/or establish a leasehold on the Airport shall make written application to the City in the manner and form prescribed in these standards. The application to provide aeronautical services must be signed by all parties who have an interest in the business including each partner, director, or corporate officer. The Permit Application is shown as Appendix B. Application for permission to establish, acquire and/or use Airport land or any facilities thereon shall be exclusively within the purview of the City. The original application, together with all required documentation shall be submitted at the following address:

Kissimmee Gateway Airport
Director of Aviation
401 Dyer Boulevard
Kissimmee, FL 3474

2.05 Applicants shall furnish the following supporting documents as evidence of compliance with the category of aeronautical service applied for as well as organizational and financial capability at the time of application:

a. A detailed description of services to be offered and the business plan to provide such services.

b. Evidence of Applicant's past experience, providing similar services at a similar airport, financial capability, and technical ability to perform and/or develop the proposed services and facilities, including a statement of projected gross revenues and operating expenses for each of the first five (5) years of the proposed operations at the Airport.

c. The name(s), address(es) and telephone number(s) of the principal(s) of the business or entities having an interest equal to 51% or more of the assets or earnings of the operation and the proposed operating name of the business, as well as evidence of incorporation in the state of Florida, as applicable.

d. The number of people to be employed along with a description of their duties and responsibilities.

e. The tools, equipment, and inventory, if any, that applicant will furnish for the proposed service. The level of detail to be provided herein will be governed by the type of service and proposed terms of the same. That is to say, the required level of detail for a Fixed Based Operator versus an Specialized Aviation Service Operator will be different.

f. Include the amount of land required for the proposed service and any buildings or other facilities proposed to be constructed or facilities required, including a detailed site plan for the proposed operations. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.

g. Evidence of insurance with policy coverage that conforms to the Minimum Insurance Requirements as outlined in Appendix E.

h. The proposed date for commencement of the activity and the requested length of term to conduct same.

i. FBO Only – Applicant shall demonstrate to the City that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of fuel and lubricants in such quantities as are necessary to meet estimated demand.

j. Such other information as the City may require.

ACTION ON APPLICATION

2.06 The City may deny any application, or reject any proposal to operate any

aeronautical service on the Airport, if, in its opinion, it finds any one or more of the following:

a. The Applicant does not meet published qualifications, standards and requirements established by these Minimum Standards.

b. The Applicant has supplied the City, or any other person, with false or misleading information, has misrepresented any material fact or has failed to make full disclosure in their application or in the supporting documents.

c. There is no appropriate, adequate or available space on the Airport to accommodate the Applicant at the time of application.

d. The proposed activity is not consistent with the Airport Layout Plan, available Airport facilities, or the safe and efficient operation of the Airport, as determined by the City in a manner consistent with applicable federal law and FAA requirements, including FAA review and concurrence where required.

e. The proposed activity requires the City to spend funds or to supply materials/manpower that the City is unwilling to spend or supply.

f. The proposed activity will result in depriving existing Operators of portions of the area in which they are operating; will result in congestion of Aircraft or buildings; or will unduly interfere with the operations of any present Operators, or prevent free access to such operations.

g. The proposed activity or operations have been or could be detrimental or interfere with the effectiveness of or accessibility to the Airport.

h. The Applicant, its principals or affiliates, have violated any of the Airport's rules, regulations, these Minimum Standards, the Code, the Federal Aviation Regulations, and/or any other statutes, ordinances, laws or orders applicable to the Airport or any other airport.

i. The Applicant, or any of its principals or affiliates, have defaulted in the performance of any lease or other agreement with the City or any of the City's Tenants/Operators.

j. The Applicant's or any of its principals' or affiliates' credit report or financial statement contain information that would create operational questions regarding the Applicant's abilities to conduct the proposed operation.

k. The Applicant does not have, or appear to have, access to committed or

secured operating capital necessary to conduct the proposed operation.

l. The Applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the City, the City of Kissimmee, the FAA or other appropriate governmental entities.

m. The Applicant, or its principals have been convicted of any crime, or has violated any county ordinances, state or federal laws, including but not limited to any felony or misdemeanor including moral turpitude or has been convicted of a public entity crime as defined in the Florida Statutes.

n. The City determines that the bid or proposal is not in the best interest of the health, safety, welfare, necessity or convenience of the traveling public or the Airport's obligation to make Airport facilities available on reasonable and not unjustly discriminatory terms..

o. In the event badging is implemented at the Airport, the Applicant or its principals are unable to qualify for unescorted access to the secure areas of the Airport. These requirements include criminal history records checks.

p. The City may request that the aeronautical service operator conduct its business through an agreement or sublease with an FBO.

APPEALS

2.07 An Applicant may appeal any decision of the City staff as to an application submitted under these Minimum Standards to the City Manager by delivering a written request for appeal prior to 5:00pm on the fifteenth (15th) day subsequent to issuance of the staff's decision. The request must state the specific reason(s) the Applicant believes the City staff made an incorrect decision. If after a review of the request for appeal the City Manager determines the request for appeal fails to include a specific and valid reason for an appeal, the City Manager will not consider the appeal and the staff decision will stand. In such case, the City Manager shall notify the Applicant in writing, of the fact that the appeal will not be considered. By failing to timely submit a written request for appeal to the City Manager, an Applicant shall be deemed to have waived the right to any further review of the decision of the City staff.

a. The City Manager shall not consider any evidence that was not presented to the City staff as part of the Applicant's Application pursuant to these Minimum Standards for its consideration.

b. The City Manager shall provide the determination in writing thirty (30) days after delivery of the Applicant's written request to appeal to the City. The

City Manager may uphold or reverse the decision of the City staff.

SECTION 3. DEFINITIONS

The following terms used in these Minimum Standards shall have the meanings as follows:

3.01 Aeronautical Activities – shall mean any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. "Commercial" aeronautical activities shall mean any activity by any person(s), firm or legal entity intended to result in a monetary gain: "noncommercial" aeronautical activities shall mean any activity by any person(s), firm or legal entity intended for their own benefit without the intent of monetary gain.

3.02 Aircraft – shall mean and include all contrivances now or from now on used for flight, including but not necessarily limited to airplanes, blimps, rotorcraft, gliders, and free balloons.

3.03 Airport – shall mean the aeronautical lands, known as the Kissimmee Gateway Airport, and all developments thereon. Lands abutting the Airport granted through-the-fence rights shall also be considered part of the Airport. The Airport shall also include, but not necessarily be limited to all runways, taxiways, rights-of-way, ramps, aprons, aircraft and vehicle parking areas, storage areas of all kinds and descriptions, improvements, utilities, facilities or other real property, necessary or convenient, or desirable, for the landing, takeoff, accommodation or servicing of aircraft of all types.

3.04 Airport Layout Plan (ALP) – shall refer to the Airport Layout Plan for the Kissimmee Gateway Airport, as amended from time to time.

3.05 Airport Operations Area (AOA) – shall mean any runway or parallel taxiway at the Airport.

3.06 Airport Operations Coordinators – shall refer to the Airport Operations Coordinators at the Airport.

3.07 Applicant – shall mean those person(s), firms, or legal entities wanting to acquire use of part of the Airport, or establish or use any facility on the Airport for an aeronautical activity or other purpose, and who have applied in writing and in the manner and form prescribed for permission to establish such operations on the Airport.

3.08 Aviation Gasoline (AVGAS) – shall refer to aviation gasoline.

3.09 City – shall mean the City of Kissimmee, Florida, a municipal corporation existing

under the laws of the State of Florida, as owner and operator of the Airport, and shall extend to include its several officers, agents and employees.

3.10 City Manager – refers to the then current City Manager of Kissimmee, Florida.

3.11 Code – shall mean the Land Development Code, the Fire Code and the Building Code of the City.

3.12 Commercial Activity – shall mean any activity conducted for compensation, direct or indirect, and any activity incidental thereto. The charging of fees by any person, whether or not resulting in a profit or gain, shall be deemed to constitute the receipt of compensation and any activities conducted by such persons in consideration therefore shall be deemed a commercial activity.

3.13 Contract Security – shave have the meaning as set forth in Paragraph 4.41.

3.14 Co-Op Fueling – means an organization formed by several Aircraft owner's for self-fueling purposes.

3.15 County – refers to Osceola County, Florida.

3.16 Director of Aviation – refers to the then current Director of Aviation for the Airport, or their designee.

3.17 Effective Date – shall mean _____ [INSERT DATE].

3.18 Federal Aviation Administration or FAA – shall mean the federal aviation agency established by the Federal Aviation Act of 1958, as amended, and re-established in 1967 under the Department of Transportation.

3.19 Fire Chief – refers to the then current Fire Chief for the City of Kissimmee, Florida.

3.20 Fixed Base Operator or FBO – shall mean the primary service provider to general aviation at the Airport that provides fueling, line services, hangar rental, aircraft maintenance, pilot lounge and/or other services.

3.21 Flight Training – is instruction received from a flight school or flight instructor in an aircraft, in ground training, or in an aircraft simulator.

3.22 Follow-Me Vehicle – shall mean a vehicle used at the Airport to guide Aircrafts during ground operations.

3.23 Just In Time Contract – shall mean a contract with a third-party supplier whereby parts, equipment, and/or accessories are delivered within two (2) calendar days after a customer order is received by the Operator.

3.24 Leasehold Improvement – shall include, but not necessarily be limited to, any modification, alteration, or repair, either of structural or architectural nature, accomplished by the tenant at their sole cost and expense. Any such improvement shall begin only after the City has approved the tenant's written application requesting same. In all instances, unless provided otherwise in the lease/operating agreement, upon the termination or natural expiration of a lease/operating agreement, title to such improvements shall revert to the City, at the option of the City.

3.25 Minimum Insurance Requirements – shall refer to Appendix E, attached hereto and incorporated herein.

3.26 Minimum Standards – shall have the meaning as set forth in Paragraph 2.03.

3.27 MOGAS – shall refer to automotive gasoline.

3.28 National Fire Protection Association – shall refer to the National Fire Protection Association, a nonprofit established in 1896.

3.29 Occupational Safety and Health Administration (OSHA) – shall refer to the Occupational Safety and Health Administration, as established by the OSH Act of 1970.

3.30 Operator – shall mean any person(s), firm, company, joint venture, partnership, or corporation engaging in any commercial Aeronautical Activity on the Airport. An Operator may be classified as either a Fixed Base Operator (FBO) or a Specialized Aeronautical Services Operator.

3.31 Original Equipment Manufacturer – shall mean

3.32 Owner – shall mean the City of Kissimmee, Florida.

3.33 Permit Agreement – refers to a license agreement, in writing, granting the right to conduct specific activities at the Airport for up to one (1) year.

3.34 Permit Application – shall refer to Appendix B, attached hereto and incorporated herein.

3.35 Portable Fuel Tank (Bowser) – means any portable (trailer mounted) fuel tank, or fuel truck serving as such, used to store and dispense aviation type fuels to aircraft in lieu of a FBO refueling vehicle. Portable Fuel Tank permit holders may NOT import fuel from off-airport sources. Fuel must be purchased from an existing FBO.

3.36 Specialized Aviation Services Operator or SASO – shall mean an Operator that is authorized to engage in the specialized Aeronautical Activities addressed in these Minimum Standards.

3.37 Standard Construction Specifications – shall include, but not necessarily be limited to: (i) the FAA's *Standards for Specifying Construction of Airports*, and (ii) all other applicable Federal, state, county, local and/or Airport building codes or other rules and/or regulations controlling construction on public airports.

3.38 South Florida Water Management District – refers to the South Florida Water Management District for the State of Florida, as established by the Florida Legislature in Chapter 373, Florida Statutes.

3.39 Through-the-Fence Activity – shall refer to the ground access onto Airport property by Aircraft stored and serviced on adjacent property.

3.40 Tenant – shall mean any person(s), firm or legal entities who have applied for and received written permission to establish a leasehold or other right at the Airport whether for commercial activity or not.

SECTION 4. GENERAL POLICIES AND REQUIREMENTS

GENERAL POLICIES

4.01 **I**ntroduction. These general policies are applicable to all activities regulated by these Minimum Standards and are in addition to the specific policies set forth in each section.

4.02 Qualified Applicants. It is the policy of the City to grant a lease and/or operating rights on the Airport to those qualified Applicants who have applied for said lease rights in the manner and form prescribed. Each Applicant shall be responsible to satisfactorily evidence to the City, their respective technical ability and financial responsibility, including the capability to meet the insurance requirements as stated herein. All Applicants shall meet these Minimum Standards as a prerequisite to conducting any Aeronautical Activities on the Airport.

4.03 Review of Applications. It is the intent of the City to examine each application on its own merit. Upon considering the Applicant, the City will determine whether the Applicant meets the standards and qualifications as herein set out and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions. It is the intention of the City to enter into and execute a lease/operating agreement with the approved Applicant as soon as possible after such application is approved.

4.04 Transfer Restrictions. No application approved, or lease and/or operating agreement executed under these Minimum Standards shall be transferable without first obtaining the prior consent of the City. Sale of a majority of voting stock of a corporation shall be deemed to be a transfer which consent cannot be unreasonably withheld.

4.05 Airport Layout Plan. It is the City's intent to have prepared, and make available, a current Airport Layout Plan that will be scaled, dimensional layout of the entire Airport property, indicating, overall, the current and proposed usage for each identifiable segment.

4.06 Existing Tenants. All existing Tenants/Operators with approved leases/permits conducting operations on the Airport, before the Effective Date, are "grand-fathered" and will be allowed to continue operations without fully complying with these Minimum Standards if, and only if, the City determines that the continuation of such an operation is in the public interest and does not conflict with any FAA requirement, or if the City determines that it would be an extreme hardship, financial or otherwise, for such a Tenant/Operator to comply with these Minimum Standards fully. When an existing lease of any present Tenant, who according to this subsection has not been required to comply with these Minimum Standards

fully, is extended, renegotiated, or amended such Tenant shall be required to comply, within a reasonable time, with all applicable provisions of these Minimum Standards. It shall be the policy of the City to afford ample time for each Tenant to come into compliance with these Minimum Standards. Each Tenant's situation will be reviewed on an individual basis and an equitable arrangement will be negotiated and documented in the new or amended lease document. Portable Fuel Tanks (Bowsers) will not be "grand-fathered".

4.07 Right to Amend. The City may review these Minimum Standards from time to time and may make such revisions or amendments as shall be deemed necessary under the circumstances surrounding the Airport to properly protect the health, safety and interest of the public. Upon enactment of any such amendments, all Operators and Tenants shall be required to conform to such amended standards, as stated herein.

4.08 Right to Regulate. In addition to any FAA requirements, the City may establish and set up such rules and regulations as may be required for the (i) safe and orderly operation of the Airport, (ii) the safe and orderly operation of Aircraft in the Airport traffic area and airspace surrounding the Airport, (iii) the safe and orderly operation of Aircraft on the ground.

4.09 City Approval Required. No person(s), firm or legal entities shall act as an Operator/Tenant or conduct any commercial activity of any kind or nature at all on the Airport, until that person(s), firm or legal entities have (i) applied for and received permission to so act, and (ii) has entered and executed a lease/operating agreement with the City. Each successful Applicant shall, within thirty (30) business days after having received written approval of their application be ready, willing, and able to enter a written lease/operating agreement with the City, in a form and manner prescribed by the City. For an air charter operation that is not based at the Airport but operates to and from the Airport, the payment of all applicable landing, parking or other levied fees by the non-based air charter operation shall be deemed sufficient to meet the requirements of this paragraph.

4.10 Annual Rent. All lease/operating agreements shall contain a covenant reciting the Operator's obligation to pay an amount for the basic annual rental of agreed space. Such stipulation and covenant will be recited in the applicable lease/operating agreement.

4.11 Commercial Activity Restrictions. No revenue producing aeronautical related operation shall be conducted out of a T-hangar or private hangar without the prior written permission of the City.

4.12 Co-Op Fueling. Co-Op Fueling is strictly prohibited at the Airport.

4.13 Sublease Agreements. Lease holders who desire to sublease property for uses other than simple Aircraft storage and office rental must make a formal written request. Any sublease activity that falls under an established category in these Minimum Standards will be required to comply with all provisions specified for that particular category, including insurance. In no case will a sublease agreement be approved if, in meeting the provisions of these Minimum Standards, the original lease does not retain sufficient acreage, space, etc. to meet its own requirements under these Minimum Standards.

a. All sublease agreements between an authorized Operator with another commercial entity providing a service set forth herein must receive prior written approval of the City and must be on file with the City.

b. In the context of a sublease, and as noted in the individual SASO categories set forth in these Minimum Standards, some requirements may be met through an approved sublease with an FBO.

4.14 Subcontracting. An FBO may not subcontract any fueling services. Generally, a SASO may not subcontract any of the services they are authorized to provide. Exceptions are noted in the individual SASO categories.

4.15 Compliance with Laws and Rules & Regulations. All Tenants/Operators and persons entering the Airport property agree to abide by and conform with all rules and regulations, laws, standards, requirements, and ordinances promulgated by the Federal Government, the State of Florida, the County, and the City.

4.16 Non-Discrimination. All Operators shall assure that they will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefitting from federal assistance. This provision obligates the Operator or its transferee for the period during which federal assistance is extended to the Airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the Operator for the longer of the following periods: (a) the period during which the property is used by the City or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

4.17 Multiple Activities by a Single FBO: Whenever an Operator engaged in Commercial

Activity conducts multiple activities pursuant to one lease, license, permit or agreement with the City, such Operator must comply with these Minimum Standards for each separate activity being conducted. If the minimum standards for one of the Operator's activities are inconsistent with the minimum standards for another of the Operator's activities, then the minimum standards which are most beneficial to the City, and/or which are most protective of the public's health, safety and welfare, shall apply.

4.18 Personnel, subtenants, and invitees; control and demeanor. Each Operator engaged in Commercial Activity shall employ a sufficient number of trained, on-duty personnel to provide for the efficient, safe, orderly and proper compliance with its obligations under its lease, license, permit or agreement. Each Operator must control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the City concerning the conduct or demeanor of any such person, the Operator shall immediately take all lawful steps necessary to remove the cause of the objection. Each Operator shall conduct its operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb, endanger or be offensive to others.

4.19 Waiver or modification of standards: The Director of Aviation may waive or modify any portion of these Minimum Standards for the benefit of any governmental agency performing non-profit public services, fire protection or fire-fighting operations. The City Manager may waive or modify a provision of these Minimum Standards upon a written determination that: (i) strict application of the provision is not necessary to protect safe and efficient Airport operations under the particular circumstances presented; (ii) the waiver or modification is consistent with applicable law and the Airport's federal obligations; and (iii) the waiver or modification will not result in unjust discrimination among similarly situated Tenants or Operators.

4.20 Time. Time periods shall be counted in calendar days, unless specified otherwise. Any deadline that falls on a Saturday, Sunday, or federal holiday shall automatically be extended to the next business day.

4.21 Severability. If one or more provisions of these Minimum Standards are held to be unlawful, it shall not in any way affect any other clauses, sections, or provisions of these Minimum Standards.

4.22 Construction Plans. The details for construction of structures and other facilities are not included in these Minimum Standards. All site plans, new construction, remodeling projects, color schemes, and signage proposed by a Tenant/Operator are reviewed and approved by the Director of Aviation before submission to the City for permitting. All new construction must meet the Code, including the fire code.

4.23 Aircraft Noise Abatement. The Airport is interested in reducing noise impacts to residents who live within proximity to the Airport. Consequently, the Airport has established voluntary noise abatement and mitigation measures pursuant to its Part 150 Noise Study Submittal. As applicable, and to the extent practicable, all Aircraft and/or pilots utilizing the Airport are requested to honor said noise abatement and mitigation measures whenever possible.

4.24 Through-the-Fence Activity. Through-the-Fence Activity is strictly prohibited.

4.25 Non-Aviation Use of Hangars. Non-aviation use of hangars is strictly prohibited absent prior written approval from the City.

4.26 Public Records. The City is a governmental entity and therefore all materials provided to the City under these Minimum Standards are presumed by the City to be non-confidential and subject to disclosure or inspection pursuant to Florida's Public Records law, Chapter 119 of the Florida Statutes.

4.27 Smoking. Smoking is permitted in designated areas in accordance with Florida State Chapter 386, FAR 139.321.

4.28 Minimums. Minimum Standards establish a template for safe Tenant/Operator operations, minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical services, address environmental liability issues, reduce liability issues, and minimize accident exposure. Minimum Standards set the format by which the City staff can review requests for business activity on the Airport and respond to them. It should be noted that these Minimum Standards are not to be construed as setting forth the desirable size of land area or structure for a particular Operator. In this regard, the prospective Tenant/Operator may find that in order to establish an economically feasible business, which will yield a satisfactory return on their investment, the requirement for land, area, equipment and/or structures, etc. will be in excess of the Minimum Standards.

4.29 Right to Inspect. The City reserves the right to inspect all Airport premises, including leased premised, together with all structures and/or improvements, Aircrafts, equipment, licenses, registrations, and all applicable records at any time.

GENERAL REQUIREMENTS

4.30 Introduction. These general requirements are applicable to all activities regulated by these Minimum Standards and are in addition to the specific standards set forth

in each section.

4.31 Licenses, Permits, Certifications. An Operator shall obtain, at its sole expense, all licenses, and governmental permits necessary for the conduct of the Operator's activities at the Airport and required by the City or any other duly authorized governmental agency having jurisdiction. An Operator may not engage in any operations at the Airport prior to obtaining any certifications that may be required by the FAA. An Operator shall, at the request of the Director of Aviation, furnish the City with copies of these certifications and other documentation.

4.32 Secure Premises: All Tenants/Operators are responsible for ensuring their operations and/or leasehold cannot be used as a point of unauthorized access to the Airport by pedestrians or vehicles. Care must be taken to ensure access in controlled areas both during the hours of operation as well as non-operating hours. The City reserves the right to impose additional security measures based on threat vulnerability estimates at any time.

4.33 Disabled Aircraft. Operators engaged in Commercial Activity involving Aircraft, who lease or sublease property at the Airport, must have in place procedures, trained employees and equipment to remove disabled company Aircraft from the Airport Operations Area (AOA), defined as any runway or parallel taxiway. Individual owners of based Aircraft must be similarly prepared to respond to removal requests. Upon notification of a disabled Aircraft, Operators must immediately attempt to initiate the removal process, with the goal of completing removal within 30 minutes when conditions permit. However, the 30-minute removal timeframe may be extended when circumstances require specialized recovery procedures, including but not limited to: structural damage assessment, mud or soft surface conditions, complex rigging operations, or situations requiring specialized equipment or expertise. After-hours incidents shall follow the same response protocols, with Tenants/Operators maintaining 24-hour contact procedures for emergency response. This disabled aircraft removal requirement may be performed by an FBO or other qualified entity, provided written agreement signed by both parties exists is on file with the Director of Aviation. All recovery operations must prioritize safety and may require coordination with airport operations and emergency services.

4.34 Equipment. Unless specified otherwise, the equipment requirements stated in these Minimum Standards shall be deemed satisfied if the Operator owns, leases, or otherwise has sufficient access to the equipment needed to provide the applicable Aeronautical Activities promptly on demand without causing any flight delays or other operational impacts on Aircrafts at the Airport. All equipment must

be maintained in operating condition and good appearance. The equipment must be painted in a uniform manner with the company name and logo prominently displayed.

4.35 Vehicles. All vehicles operating at the Airport shall have the required permits and registrations, including permits for operation on the AOA, issued by the City or FBO. All vehicles shall be properly identified with the company logo and other markings on the side of the vehicle. All vehicles must be properly illuminated with a light beacon on the top for maximal visibility. The only vehicles permitted to be on ramps are those required for the furtherance of Aeronautical Activities. Vehicles in the movement area and crossing runways should be kept at a minimum.

4.36 Right to Self-Service. An Aircraft owner or Operator with exclusive control of an Aircraft or that person's employees may perform services (fueling, maintenance, repair, or cleaning) on that person's Aircraft utilizing that person's vehicles, equipment, and resources (self-service).

a. An owner or Operator with exclusive control of the Aircraft who engages in self-service activities may not perform services for others for compensation or hire. The right to engage in self-service activities is conditioned upon compliance with applicable regulatory measures. The right to engage in self-service fueling requires a written agreement with the City to allow use of a portion of City property for self-service fuel. This provision does not apply to customers fueling their Aircraft from an FBO-owned self-fueling facility.

b. If the right to self-service is not exercised by the Aircraft owner or Operator with exclusive control of the Aircraft, the Aircraft owner or Operator is only permitted to have that Aircraft fueled through the FBO, and maintained, repaired or otherwise serviced at the Airport by those Operators authorized to engage in such commercial activities at the Airport under an agreement with the City.

4.38 Self-Fueling Aircraft with MOGAS. The following requirements pertain to all Airport users using MOGAS, instead of AVGAS, in their Aircraft:

a. Permit. All MOGAS self-fueling operations will be governed by a permit issued by the City at the then applicable rate for commercial use and non-commercial use. Permits shall be valid for one (1) year. A permit must be

issued for each Aircraft subject to self-fueling operations. The permit must be affixed in the manner prescribed by the City only to the Aircraft identified in the Supplemental Type Certificate (STC) or Experimental Airworthiness Certificate (EAC), as applicable.

b. Fuel. MOGAS must meet ASTM D-439-58 standards at the time of delivery into the Aircraft. MOGAS may be substituted for AVGAS in only those Aircraft for which an individual STC has been approved by the FAA. A copy of the individually held STC must be on file with the City.

c. Refueling Operations. Airport users not operating under a lease contract with the Airport to conduct fueling operations must refuel only in areas designated for that purpose. Refueling of Aircraft in a hangar or building is strictly prohibited.

- Maximum container size used for transport and storage of MOGAS shall not exceed 5 gallons and must be approved by the Fire Chief, or other appropriate authority.

- Pumps, either hand or power operated, shall be used to transfer fuel from the MOGAS container into the Aircraft. Pouring or gravity flow transfer of fuel is strictly prohibited. The transfer of fuel from the storage tank of a ground-based vehicle (e.g., an automobile) is strictly prohibited.

- Storage of MOGAS in any amount in a hangar, building, or tie-down area is strictly prohibited.

- Transportation of MOGAS onto or off of the Airport must be done according to the regulations established by the Fire Chief, or other appropriate authority.

d. Personnel. Aircraft owners and operators engaged in refueling operations shall be properly trained in fuel handling and associated safety procedures and shall follow all standard industry best practices for Aircraft refueling operations.

4.39 Insurance. Operators shall procure and continuously maintain in effect throughout the term of its activities upon the Airport at Operator's sole expense, insurance of

the types and in at least such minimum amounts as set forth by the City of Kissimmee, as amended from time to time. Insurance documents shall name the City as an additional insured and contain provisions for insurance, indemnification and applicable environmental requirements as required by the City. Insurance documents shall be forwarded to the City Manager and Director of Aviation annually. Operators shall indemnify and hold harmless the City from any claim arising from their operations on Airport property.

4.40 Hazardous Materials. Each Tenant/Operator shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and requirements, and all City rules, regulations and requirements pertaining to the protection of the environment, including but not limited to those regulating the storage, handling, and disposal of waste materials.

a. During the term of any permit, neither Operator nor any agent or party acting at the direction or with the consent of Operator shall treat, store, or dispose of any Hazardous Substance on the Airport without the prior written approval of the City.

b. Operator shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless City from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, fines, costs and expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable Attorneys' Fees) and damages arising out of, or as a result of, (i) any Release by Operator of any Hazardous Substance placed into, on or from the Airport by Operator; (ii) any contamination of the Airport's soil or groundwater or damage to the environment and natural resources of the Airport, that are the result of actions by Operator occurring during use of the Airport permitted through these Minimum Standards, whether arising under CERCLA or other statutes and regulations, or common law; and (iii) any toxic, explosive or otherwise dangerous materials or Hazardous Substances which have been buried beneath, concealed within or released on or from the Airport by Operator during use of the Airport permitted by these Minimum Standards.

4.41 Contract Security. All Operators that are direct tenants of the City are required to maintain a security deposit with the City. Such Contract Security shall be equal to an estimate of six (6) months' fees or other charges to be payable by the Operator

to the City in connection with its operations at the Airport. The Operator shall, prior to commencing operations at the Airport, provide the City with a cash deposit, contract bond, irrevocable letter of credit, or other security acceptable to the City to guarantee the faithful performance by the Operator of its obligations under the applicable Lease and/or Permit Agreement or such other agreement with the City. The City shall review the Contract Security periodically and based on the Operator's payment history for the previous twelve (12) consecutive months, shall revise the amount to be in compliance with the requirements stated above.

4.42 Taxes. Each Tenant/Operator, at its sole cost and expense, shall pay any and all taxes for which it is responsible, or which may be assessed against it.

4.43 Required Fees and Payments. The exact fees and payments will be determined based on the category of operator, the established Airport rates and charges, and shall be incorporated into the Permit Agreement, Lease, or sublease.

SECTION 5. FIXED BASE OPERATOR (FBO)

INTRODUCTION

5.01 This Section 5 sets forth the minimum standards for a Fixed Base Operator (FBO) at the Airport. In addition to the General Policies and Requirements for all Operators in Section 4, each FBO shall meet the requirements as set forth in this Section 5.

SCOPE OF ACTIVITY

5.02 FBOs engage in and furnish a full range of Aeronautical Activities and aeronautical services for the public, which shall include, at a minimum, the following:

a. FUELING. Must engage in the business of full-service retail sales and into-plane dispensing of aviation fuels to aircraft on their leasehold area. May, but is not required to, engage in self-service retail sales of aviation fuels on their leasehold area. Subject to City approval, FBOs are permitted to provide "into-plane" or contract fueling at other areas on the Airport.

b. GENERAL AVIATION SUPPORT SERVICES. Must provide numerous support services to the flying public. Must provide pilot lounges, conference rooms, flight planning areas, weather services, hangar storage, Aircraft tie-down, ground handling, rental cars, and in addition may provide Aircraft interior and exterior cleaning, catering, limousine services, aircraft charter (FAR 135) and gratuitous passenger transportation.

c. EMERGENCY ASSISTANCE. Must coordinate and provide assistance on behalf of the owner/pilot of a disabled general aviation Aircraft on the Airport. This includes recovery, towing or transporting disabled Aircraft to the FBO's ramp at the request of the owner or Operator of the disabled Aircraft.

d. COLLECTION AGENT. The Operator may, at the City's request and subject to the terms and conditions of the agreement between the Operator and the City, serve as a collection agent with respect to any landing fees which are applicable to Aircrafts using the Airport.

e. OTHER SERVICES. May provide other specialized aeronautical services and Aeronautical Activities on its leasehold area not addressed in its lease agreement, subject to obtaining prior written approval from the City. The request to conduct other services will be reviewed and approved on a case-by-case basis.

LEASED PREMISES AND FACILITIES

5.03 Must lease from the City an area of not less than eight (8) contiguous acres and provide, by constructing or leasing, a building that provides adequate space (minimum of 8,000 square feet) to conduct the business or businesses provided for in the lease agreement with the City, including a terminal building with a minimum of 5,000 square feet of lounge, offices, and flight planning facilities, pilot waiting areas, public restrooms, and dedicated internet access. The building shall meet all applicable Codes and be properly conditioned and lighted.

5.04 Must lease or construct hangar facilities to provide a minimum of 30,000 square feet for Aircraft storage. Must provide at least one (1) Aircraft storage hangar of not less than 14,000 square feet and suitable for Aircrafts with up to 100 feet wingspan and 28 feet height.

5.05 If the Operator elects to provide aircraft maintenance services, either directly or through a contract with an approved sublessee, then an additional minimum of 3,000 square feet of shops and spare parts storage shall be constructed or leased but does not have to be in the same building as the terminal.

5.06 Must provide a paved apron of concrete rigid pavement or flexible asphalt surface of not less than 180,000 square feet with fuel resistant sealcoating within the leased area.

5.07 Must provide a paved taxilane within and without the leased area to satisfy Aircraft movement from the FBOs facilities to the existing Airport taxiway system.

5.08 Must provide adequate paved automobile parking space within the leased area in accordance with the Code. Must also provide paved walkways and landscaping to meet Code requirements. No on-street parking will be permitted. Parking lots must include security lighting.

FUELING SERVICES

5.09 Must provide a full range of approved retail fuel services, including jet fuel and AVGAS.

5.10 Any Tenant who maintains fuel storage facilities that are subject to registration by the State of Florida shall be required to purchase a Pollution Liability Policy. This policy shall name the City as an additional insured and shall be in such amount as recommended by the City's insurance carrier and as set forth in Appendix E.

5.11 In conducting refueling operations, every Tenant shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity

and shall provide fire extinguishers or other equipment, approved by the National Fire Protection Association, of such types and in such numbers as are commensurate with the hazards involved in refueling and servicing Aircraft.

5.12 Fuel Equipment. Must provide at least one (1) ten-thousand-gallon fuel storage tank for AVGAS and (1) twenty-thousand-gallon fuel storage for JETA and maintain an adequate supply of the product. Must provide metered, filter-equipped dispensers, fixed or mobile, for dispensing required grades of fuel. Separate dispensing pumps and meters are required for each grade of fuel. Fuel storage tank areas must meet the design standards specified by the Airport to ensure compliance with the South Florida Water Management District best practices and other regulatory documents. All dispensers shall meet all applicable safety requirements, with reliable metering devices subject to independent inspection. All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes.

5.13 Fuel Storage. Must provide for a supply of aviation fuels either in owned or leased fuel storage tanks located at a fuel farm within its lease boundary with minimum capacities as follows:

- 10,000 gallons - AVGAS
- 20,000 gallons - JETA

GROUND SUPPORT AND SERVICE EQUIPMENT

5.14 The FBO shall either procure, or have access to, tools, jacks, tugs, towing equipment, tire repairing equipment, ground power units, emergency starting equipment, portable compressed air and nitrogen tanks, oxygen cart and supplies, fire extinguishers, chocks, ropes, tie-down supplies, crew and passenger courtesy transportation vehicles and a Follow-Me Vehicle, as appropriate and necessary for the servicing for the types of Aircraft normally expected to use the FBO facilities.

5.15 All equipment must be maintained and operated according to federal, state, local and/or Airport codes. At least one (1) aircraft tug and one dedicated airport golf cart, or other suitable ramp transport vehicle, must be operational at all times.

MOBILE DISPENSING EQUIPMENT

5.16 Must provide at least four (4) metered filter-equipped mobile dispensing trucks for dispensing aviation fuels, with separate dispensing pumps and meters required for each type of fuel.

a. At least two (2) of the mobile dispensing trucks must be used for turbine (Jet A) fuel with a minimum capacity of at least 3,000 gallons.

b. At least two (2) of the mobile dispensing trucks must be used for AVGAS (100LL) fuel with a minimum capacity of at least 3,000 gallons.

5.17 All dispensers must have bottom-refilling capabilities and turbine fuel dispensers must have single point refueling capabilities. All dispensers shall meet all applicable safety requirements, with reliable metering devices subject to independent inspection. All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes.

PERSONNEL AND TRAINING

5.18 Line Service. Must have at least two (2) fully trained and qualified fuel service personnel shall be on duty at all times while the facility is open for business. A responsible and qualified supervisor/manager/lead should be available at all times. One of the fuel service personnel may be the supervisor/manager/lead.

5.19 Maintenance. Must have at least one (1) appropriately certified aircraft mechanic shall be made available promptly upon request. The FBO can meet this requirement by contracting with a SASO authorized to conduct aircraft maintenance at the Airport.

5.20 Customer Service. Must have at least one (1) customer service personnel shall be on duty at all times while the facility is open for business.

5.21 All fuel and line service personnel shall be suitably uniformed with the name of the company prominently displayed.

5.22 All fuel service personnel shall have successfully completed an approved line technician safety course which meets or exceeds 14 CFR Part 139, section 321. National Air Transportation Association (NATA) or equivalent is acceptable.

5.23 Must have in their employment and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards as set forth in this category of services in an efficient manner. Employees must be certified through an approved training organization, such as the National Air Transportation Association (NATA). Employees working as supervisors must be certified as a supervisor through a certified training program. Personnel shall be trained

in operating the firefighting equipment, such as fire extinguishers.

HOURS OF ACTIVITY

5.24 Must have the leased premises open for Aircraft fueling and line services from 7:00a.m. to 10:00 p.m. daily, every day, including holidays or during such other hours as may be mutually agreed upon in writing by the City and FBO. All FBOs shall remain on call twenty-four (24) hours a day, seven (7) days a week.

STANDARD OPERATING PROCEDURES

5.25 Must provide usual and customary cabin and aircraft services on the ramp or apron parking areas, but only within the premises leased to the Tenant. The Tenant may perform minor or major repair services or may contract for this service.

5.26 Must provide for the adequate and sanitary handling and disposal away from the Airport, of all trash, waste, and other materials, including but not limited to: used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.

5.27 If the FBO provides self-service fueling, it must designate a place for self-fueling within its leasehold, as approved by the City.

AIRCRAFT REMOVAL

5.28 FBO's are assumed to be responsible for disabled Aircraft handling for all subtenants' Aircraft and transient Aircraft with reservations. When determined by the Director of Aviation or his or her designee, which automatically includes all Airport Operations Coordinators, multiple FBO employees and equipment will be utilized to remove disabled Aircraft.

5.29 In addition to the disabled Aircraft removal requirements set forth in Section 4.33, the Operator must maintain adequate equipment and trained personnel to remove disabled Aircraft with a gross weight up to 12,500 pounds, from the Airport Operations Area (AOA). The Operator must establish and maintain comprehensive policies and procedures for the notification and initiation of appropriate action plans for accidents, emergencies, and after-hours incidents, and shall ensure personnel receive

proper training on these procedures.

LEASE AGREEMENT

5.30 Must execute an FBO Lease Agreement with the City as a prerequisite to tenancy on the Airport and the commencement of any operations thereon.

5.31 Each FBO must provide the City with a signed copy of all agreements or contracts with any Specialized Aviation Services Operator or any other commercial subtenants or sublessees.

5.32 Each FBO must advise the City within five (5) working days of any changes in their agreement(s) or contract(s) with any commercial subtenant by using the form supplied in Appendix D of these Standards.

5.33 Must be duly licensed by the City and County.

5.34 Insurance documents must indemnify and hold harmless the City from any claim arising from the FBO's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

REQUIRED FEES AND PAYMENTS

5.35 Information relating to rental fees and charges applicable to the aeronautical services included herein will be made available to the prospective FBO at the time of application or during lease negotiations.

SECTION 6. AIRFRAME AND POWERPLANT REPAIR SERVICES

INTRODUCTION

6.01 This Section 6 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who provides Airframe and Powerplant Repair Services. In addition to the General Policies and Requirements for all Operators in Section 4, each Operator who provides Airframe and Powerplant Repair Services shall meet the requirements as set forth in this Section 6.

SCOPE OF ACTIVITY

6.02 This Operator is a person, firm, corporation, or other entity providing maintenance, repair, rebuilding, alteration, or inspection of Aircraft or any of its component parts.

LEASED PREMISES & FACILITIES

6.03 Must lease an area from the City, or sublease from another Tenant, of not less than 30,000 square feet and provide, by constructing or leasing, a hangar, including shop facilities, that has adequate space to accommodate all of the Operator's equipment and to conduct the activities allowed in the lease agreement with the City. The hangar shall meet all building requirements set forth in the Code and be properly conditioned and lighted; and shall provide public telephone facilities for customer use.

6.04 Must provide a paved taxiway within and without the leased area to satisfy Aircraft movement from the Operator's facilities to the existing Airport taxiway system.

6.05 Must provide adequate paved automobile parking space within the leased area to accommodate all of the Operator's employees and customers. Must also provide paved walkways and landscaping to meet Code requirements. No on-street parking will be permitted. Parking lots must include security lighting.

HOURS OF ACTIVITY

6.06 Must be open, and services made available at least eight (8) hours a day, five (5) days a week.

6.07 Must provide for services during off-hours through an on-call system with a reasonable response time.

EQUIPMENT

6.08 Must always keep adequate equipment on hand, including tools, jacks, lifts, and testing equipment to perform Aircraft maintenance, as required under the Operator's FAA certificate.

6.09 Must always maintain an adequate supply of all necessary parts, equipment, and accessories as are required to support the Operator's contract customers. This requirement may be satisfied by a Just In Time Contract with a parts supplier.

PERSONNEL & TRAINING

6.10 Must be duly licensed by the City and County.

6.11 Must provide certified A&P/IA personnel certified by the FAA under FAR 65 and/or FAR 145 to perform aircraft maintenance and inspection services.

6.12 Must have employed and on duty during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) appropriately certified person with ratings appropriate to the work being performed, and who holds an airframe/power plant and an aircraft inspector rating, plus one (1) additional person, not necessarily rated.

6.13 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

LEASE AGREEMENT

6.14 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security as required by these Minimum Standards.

6.15 Requirements contained in this Section 6 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Operator were to lease directly from the City and construct new facilities.

REQUIRED FEES AND PAYMENTS

6.16 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 7. AVIONICS, INSTRUMENT & PROPELLER REPAIR SERVICES

INTRODUCTION

7.01 This Section 7 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Avionics, Instrument & Propeller Repair Services. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Avionics, Instrument & Propeller Repair Services shall meet the requirements as set forth in this Section 7.

SCOPE OF ACTIVITY

7.02 This Operator provides maintenance and repair of Aircraft radios, propellers, instruments, and accessories for Aircraft. May also engage in the business of the sale of new or used Aircraft avionics, propellers, instruments, or accessories. The Operator must hold the appropriate Federal Communications Commission licenses and/or certificates, if applicable.

LEASED PREMISES & FACILITIES

7.03 Must lease an area from the City, or sublease from another Tenant, of not less than 30,000 square feet and provide, by constructing or leasing, a building that has adequate space to conduct the activities allowed in the lease agreement with the City. The building shall meet all applicable City codes and be properly conditioned and lighted; and shall provide public telephone facilities for customer use.

7.04 Must provide a paved taxiway within and without the leased area to satisfy Aircraft movement from the Tenant's facilities to the existing Airport taxiway system.

7.05 Must provide adequate paved automobile parking space within the leased area to satisfy all of the Operator's employees and customers. Must also provide paved walkways and landscaping to meet Code requirements. No on-street parking will be permitted. Parking lots must include security lighting.

HOURS OF ACTIVITY

7.06 Must have the premises open and services made available a minimum of eight (8) hours daily, five (5) days a week.

EQUIPMENT

7.07 Must always keep adequate equipment, tools, and testing equipment on hand to perform the Operator's Aeronautical Activities, as required by the FAA.

7.08 Must maintain an adequate supply of all necessary parts, equipment, and accessories, at all times, as are required to support the Operator's contract customers. This may be satisfied by a Just In Time Contract with a supplier.

PERSONNEL & TRAINING

7.09 Must provide certified A&P/IA personnel certified by the FAA under FAR 65 and/or FAR 145 to perform aircraft maintenance and inspection services.

7.10 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

7.11 Must be duly licensed by the City and County.

LEASE AGREEMENT

7.12 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

7.13 Requirements contained in this Section 7 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Operator were to lease directly from the City and construct new facilities.

REQUIRED FEES AND PAYMENTS

7.14 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 8. MANUFACTURER MAJOR SERVICE CENTER SERVICES

INTRODUCTION

8.01 This Section 8 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Manufacturer Major Service Center Services. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Manufacturer Major Service Center Services shall meet the requirements as set forth in this Section 8.

SCOPE OF ACTIVITY

8.02 This Operator is a service center operator who provides maintenance, repair, rebuilding, alteration or inspection of an Aircraft or its component parts by the Original Equipment Manufacturer. A Major Service Center (Center) is intended to be a large regional facility and must be certified by the Federal Aviation Administration under FAR 65 and FAR 145 to perform aircraft maintenance and shall provide only those maintenance and inspection services permitted by its FAA certificate. This category shall also include the sale of aircraft, aircraft parts, and accessories, and fuel but such is not an exclusive right.

LEASED PREMISES & FACILITIES

8.03 Must lease directly from the City at least eight (8) acres to provide space for all buildings and support facilities; paved private auto parking; paved apron (if required); a paved taxiway connecting to the Airport taxiway system (if needed); a paved pedestrian walkway; and all storage facilities.

8.04 Must lease or construct at least 30,000 square feet of paved Aircraft parking and storage area to support the Operator's activities.

8.05 Must lease or construct a hangar, including shop facilities, of at least 50,000 square feet to conduct its business. The hangar door width and height shall be sufficient for the Operator to accommodate the fleet of Aircraft it will service.

HOURS OF ACTIVITY

8.06 Must be open, and services made available at least eight (8) hours a day, five (5) days a week.

8.07 Must provide for services during off-hours through an on-call system with a reasonable response time.

EQUIPMENT

8.08 Must always keep adequate equipment, tools, jacks, lifts, and testing equipment to perform aircraft maintenance on hand as required by the Operator's FAA certificate.

8.09 Must maintain an adequate supply of all necessary parts, equipment, and accessories, at all times, as are required to support the Operator's contract customers. This may be satisfied by a Just In Time Contract with a parts supplier.

PERSONNEL & TRAINING

8.10 Must be duly licensed by the City and County.

8.11 Must provide certified A&P/AI personnel certified by the FAA under FAR 65 and/or FAR 145 to perform aircraft maintenance and inspection services.

8.12 Must have employed and on duty during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) appropriately certified person with ratings appropriate to the work being performed, and who holds an airframe/power plant and an aircraft inspector rating, plus one (1) additional person, not necessarily rated.

8.13 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

Storing and Dispensing Fuel.

8.14 The Operator may store aviation (jet and/or AVGAS) fuel either in owned or leased fuel storage tanks on the leased premises for the sole purpose of fueling Aircraft manufactured by the Operator.

8.15 The Operator may dispense aviation (jet and/or AVGAS) fuel into the Aircraft manufactured by the Operator only when the Aircraft has undergone maintenance service or repair at the Operator's repair station facility on the Airport. There must be a maintenance or repair record associated with each Aircraft fueled. Operator may not solicit or promote fuel sales.

8.16 The Operator shall dispense fuel from one or more of the City's approved fixed metered dispensing facilities. Other than defueling that shall occur outside of any hangar, no mobile fuel dispensing equipment shall be permitted for use by the Operator.

8.17 All dispensers shall meet all applicable safety requirements, with reliable metering

devices subject to independent inspection.

8.18 All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes.

8.19 The Operator shall ensure that at least one (1) fully trained and qualified fuel service person shall be on duty at all times while the facility is open for business. A responsible and qualified supervisor should be available at all times.

8.20 All fuel service personnel shall be suitably uniformed with the name of the company prominently displayed.

8.21 All fuel service personnel shall have successfully completed an approved line technician safety course that meets or exceeds 14 CFR Part 139, section 321. National Air Transportation Association (NATA) or equivalent is acceptable.

8.22 The Operator shall only dispense fuel during its posted operating hours.

LEASE AGREEMENT

8.23 Must execute a lease agreement with the City, which shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

REQUIRED FEES AND PAYMENTS

8.24 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City.

SECTION 9. AIR CARGO SERVICES

INTRODUCTION

9.01 This Section 9 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Air Cargo Services. This Operator may provide either or both of the Air Cargo Handler Services or Cargo Warehouse Operator Services, as described more fully below. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Air Cargo Services shall meet the requirements as set forth in this Section 9. The City recognizes that Air Cargo Service operations may utilize various operational models and is open to considering alternative business proposals that include different equipment and personnel requirements based on the proposed operational model. The standards set forth in this Section 9 are aspirational, and the City may accept business proposals that demonstrate alternative approaches to Air Cargo Service operations on the Airport, provided such proposals meet the overall operational and safety objectives of the Airport.

SCOPE OF ACTIVITY

9.02 Air Cargo Handler. An Air Cargo Handler (Air Cargo Handler) is a person(s), firm(s) or corporation(s) engaged in the business of loading or unloading air cargo (excluding passenger baggage and also excluding over-the-counter items weighing less than 150 pounds and handled through the passenger terminal) on or off an Aircraft. An owner or Operator of an Aircraft that uses its own employees to load or unload air cargo on or off such Aircraft shall not be considered an Air Cargo Handler, as defined herein.

9.03 Cargo Warehouse Operator. A Cargo Warehouse Operator (Cargo Warehouse Operator) is a person(s), firm(s) or corporation(s) engaged in the business of processing air cargo through a warehouse, who takes care of the administrative control of the air cargo and performs the physical handling and control of such air cargo on behalf of an agent, customs house broker, consolidator, break bulk agent, handling agent, shipper or consignee or other party. The Cargo Warehouse Operator may also provide or arrange for the surface transportation of air cargo to and from an Aircraft for a customer, but may not engage in the business of loading or unloading air cargo on or off an Aircraft unless the Cargo Warehouse Operator meets the minimum standards to provide such service and has an executed Permit Agreement with the City authorizing such service.

LEASED PREMISES

9.04 Air Cargo Handler. Must lease or sublease either directly from the City or an FBO, adequate space and facilities at the Airport to store its equipment, to operate its

business, and to accommodate its employee parking requirements.

9.05 Cargo Warehouse Operator. Must lease or sublease a minimum of 2,000 square feet of combined warehouse and office space at the Airport plus adequate space to store equipment to operate its business and to accommodate its employee parking requirements. An Operator in this category may satisfy this requirement if it has a written agreement with an FBO under which the Operator has the right to use space to provide its services to a third party from the FBO's space, which may be less than the minimum space set forth above. This agreement must be approved by the City.

HOURS OF ACTIVITY

9.06 Must be open, and services made available as required by customers.

EQUIPMENT

9.07 Air Cargo Handler. Must have the use of sufficient and appropriate equipment to serve the customer's Aircraft. The following minimum equipment list shall serve as a guideline:

a. One (1) baggage tug and tow bar for baggage equipment and freight carts

b. Two (2) container/pallet loaders

c. Twenty-eight (28) dollies and sixteen (16) container dollies or an equal amount of equivalent equipment

d. One (1) belt loader

e. Necessary non-motorized equipment, including, but not limited to, freight carts and Aircraft tow bars

9.08 Cargo Warehouse Operator. The Cargo Warehouse Operator must have the use of the following minimum equipment:

a. One (1) floor scale certified by the State of Florida, in accordance with applicable legal requirements

b. One (1) forklift, having a minimum four thousand pounds (4,000 lb.) rating, LP gas or electric with pneumatic tires or equivalent

c. If surface transportation of cargo is provided, one (1) tug, having a minimum five thousand (5,000 lb.) draw bar pull or equivalent

PERSONNEL & TRAINING

9.09 Must be duly licensed by the City and County.

9.10 Must have sufficient uniformed personnel to provide the services desired by the customer.

LEASE AGREEMENT

9.11 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

9.12 Requirements contained in this Section 9 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Operator were to lease directly from the City and construct new facilities.

REQUIRED FEES AND PAYMENTS

9.13 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 10. AIR CHARTER SERVICES

INTRODUCTION

10.01 This Section 10 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Air Charter or Taxi Services. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Air Charter Services shall meet the requirements as set forth in this Section 10.

SCOPE OF ACTIVITY

10.02 This Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under CFR 14 Part 135 of the Federal Aviation Regulations.

LEASED PREMISES & FACILITIES

10.03 Must lease an area of not less than 30,000 square feet to provide space for the following:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. Hangars and other buildings (as described in Section 10.05)

c. Paved and lighted apron

d. Paved and lighted automobile parking (as described in Section 10.06)

e. Public access to a designated area of the site

f. Paved pedestrian walkways

g. Storage, public restrooms, and support facilities

h. Paved and lighted Aircraft parking apron of an amount equal to the Operator's hangar space shall be provided by the Operator within its leasehold to support Aircraft tie down spaces, movement, and parking, exclusively for its chartered Aircraft. NOTE: The rental of ramp or tie-down spaces is not approved for this category of services.

10.04 Must provide, at its own expense, paved access from the Operator's facilities to the Airport's taxiway system. Such taxiway access shall meet all applicable Airport

and FAA standards for the largest Aircraft type anticipated to use the Operator's facilities.

10.05 Must lease or construct a contiguous hangar and building improvements based on the size of the operation and the Aircraft it is operating. Must also provide sufficient lighting and heated building area for combined offices, support space, pilot lounge, and public lounge with waiting room, pilot briefing room, public restrooms, and public telephones to accommodate its operations. Must also provide suitable facilities to support the extent of the Operator's self-handling.

10.06 Must provide within its leasehold sufficient paved automobile parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lots must include security lighting.

HOURS OF ACTIVITY

10.07 Must be open, and services made available at least eight (8) hours a day, five (5) days a week.

10.08 Must provide on-call service during non-business hours through a 24-hour contact telephone number and email.

EQUIPMENT

10.09 Must have based upon its leasehold, either owned or underwritten lease, at least one (1) properly certified single or multi-engine Aircraft that meets the requirements of the air taxi commercial certificate held by the Operator. The Aircraft shall be certified for instrument operations.

10.10 Must provide either an owned, under a written lease to the Operator, one (1) single-engine four place Aircraft, which must meet the requirements of the air taxi commercial operator certificate held by the Operator, including instrument operations.

PERSONNEL & TRAINING

10.11 Must be duly licensed by the City and County.

10.12 Must have employed and on-duty during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) FAA certified commercial pilot appropriately rated to permit the flight activities offered by the Operator.

10.13 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

10.14 Must conduct all activities in accordance with the National Fire Protection Association and all other applicable governmental safety regulations.

LEASE AGREEMENT

10.15 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

10.16 Requirements contained in this Section 10 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and apron than if the Operator were to lease directly from the City and construct new facilities.

10.17 Must provide to the City a signed copy of all agreements or contracts with commercial customer(s) and FBO(s) currently serving the Airport.

10.18 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any commercial customer(s) and/or FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

10.19 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 11. AIRCRAFT SALES

INTRODUCTION

11.01 This Section 11 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Aircraft Sales. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Aircraft Sales shall meet the requirements as set forth in this Section 11.

SCOPE OF ACTIVITY

11.02 This Operator engages in the sale of new and/or pre-owned Aircraft through, either on a rental or wholesale basis) an Aircraft manufacturer. This Operator may also engage in Aircraft brokerage services as a permissible Commercial Activity. Must hold all appropriate business licenses to conduct business activities, including all required licenses or permits that may be required for an aircraft dealer by law or regulation, as applicable.

LEASED PREMISES

11.03 Must lease an area of land sufficient to provide space for the following:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. Hangars and other buildings

c. Paved and lighted apron

d. Paved and lighted private vehicle parking

e. Paved pedestrian walkways

f. Public access to a designated area of the site

g. Storage, public restrooms, and support facilities

h. Paved and lighted Aircraft parking apron in an amount required to store Aircraft within the leasehold, to support Aircraft tie-down spaces, movement and parking

11.04 Must provide paved access to the Airport's taxiway system. Such taxiway access must meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to use the Operator's facilities.

11.05 Must provide within its leasehold sufficient paved parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lots must include security lighting.

11.06 Must lease or construct a contiguous hangar and building improvements based on the size of the operation and the Aircraft it is operating. Must also provide sufficiently lighted and heated building area for combined offices, support space, and public restrooms.

HOURS OF ACTIVITY

11.07 Must be open, and services made available either by telephone or electronic means at least eight (8) hours a day, five (5) days a week.

PERSONNEL & TRAINING

11.08 Must be duly licensed by the City and County.

11.09 Must have employed and available or on call during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) person with a current commercial pilot certificate with a rating appropriate for the Aircraft to be demonstrated.

11.10 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

11.11 For aircraft dealers of new Aircrafts, Operator's must have available or on-call at least one (1) current model demonstrator of the Aircraft in its authorized product line.

11.12 Must conduct all activities in accordance with the National Fire Protection Association and all other applicable governmental safety regulations.

LEASE AGREEMENT

11.13 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must

indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

11.14 Requirements contained in this Section 11 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Operator were to lease directly from the City and construct new facilities.

11.15 Must provide to the City a signed copy of all agreements or contracts with commercial customer(s) and FBO(s) currently serving the Airport.

11.16 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any commercial customer(s) and/or FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

11.17 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 12. AIRCRAFT LEASE AND RENTAL SERVICES

INTRODUCTION

12.01 This Section 12 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Aircraft Lease and Rental Services. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Aircraft Lease and Rental Services shall meet the requirements as set forth in this Section 12.

SCOPE OF ACTIVITY

12.02 This Operator engages in the lease or rental of Aircraft to the public with no requirement for membership. A rental service may also engage in the fractional ownership sale of shares and management of Aircraft as a permissible commercial activity.

LEASED PREMISES

12.03 Must lease an area of land, not less than one-half (0.5) acres, to provide space for the following:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. Hangars and other buildings

c. Paved and lighted apron

d. Paved and lighted private vehicle parking

e. Paved pedestrian walkways

f. Public access to a designated area of the site

g. Storage, public restrooms, and support facilities

h. Paved and lighted aircraft parking apron must be provided within its leasehold of sufficient size to safely support its own Aircraft tie-down spaces and movement. NOTE: The rental of apron or tie-down spaces to third parties or non-owned/operated Aircrafts is not approved for this category of services.

12.04 Must provide paved access to the Airport's taxiway system. Such taxiway access

must meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to use the Operator's facilities.

12.05 Must provide within its leasehold sufficient paved parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lot must include security lighting.

12.06 Must lease or construct a contiguous hangar and building improvements based on the size of the operation and the Aircraft(s) it is operating. Must also provide sufficient lighting and heated building area for combined offices, support space, public lounge, and public restrooms.

HOURS OF ACTIVITY

12.07 Must be open, and services made available, at least eight (8) hours a day, five (5) days a week.

12.08 Must provide for services during off-hours through an on-call system with a reasonable response time.

EQUIPMENT

12.09 Must have available for rental, either owned or under exclusive written lease to the Operator, a sufficient number of Aircraft(s) to handle the proposed scope of its operation. Copies of any lease agreements for the Aircraft(s) not owned by the Operator shall be kept on file at the leased premises and made available for City review.

PERSONNEL & TRAINING

12.10 Must be duly licensed by the City and County.

12.11 Must have employed and on-duty during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) person having a current FAA commercial pilot certificate available with appropriate ratings, including instructor rating.

12.12 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

12.13 Must conduct all activities in accordance with the National Fire Protection Association and all other applicable governmental safety regulations.

LEASE AGREEMENT

12.14 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

12.15 Requirements contained in this Section 12 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and apron than if the Operator were to lease directly from the City and construct new facilities.

12.16 Must provide to the City a signed copy of all agreements or contracts with commercial customer(s) and FBO(s) currently serving the Airport.

12.17 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any commercial customer(s) and/or FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

12.18 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 13. FLYING CLUB

INTRODUCTION

13.01 This Section 13 sets forth the minimum standards for the operation of a Flying Club. In addition to the General Policies and Requirements, as set forth in Section 4, each Flying Club shall meet the requirements as set forth in this Section 13.

SCOPE OF ACTIVITY

13.02 A Flying Club (Club) unites and provides a group of member pilots with one or more Aircraft for flight training and recreational flying. Members usually pay an initiation fee and monthly dues, and in return have access to the Club's Aircraft fleet, ground-training facilities, and flight training. Clubs are organized for the express purpose of providing the members with Aircraft(s) for their personal use and enjoyment only.

GENERAL OPERATIONAL RULES

13.03 Each Club must be registered as a non-profit corporation or partnership.

13.04 Each Club member must be a bona fide co-owner of the Aircraft or stockholder in the corporation that owns the Aircraft.

13.05 The Club may not derive greater revenue from the use its Aircraft than the amount necessary for the actual operation, maintenance, and replacement of its Aircraft.

13.06 The Club must maintain and keep current a complete list of the Club's membership and investment share held by each member. The Club's membership and investment share list must be made available to the City upon request.

13.07 The Club and its members are prohibited from providing any goods or services to any person or entity

13.08 No member of a Club may receive compensation for services provided for such Club or its members.

13.09 The Club shall conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and other applicable governmental safety regulations.

AIRCRAFT MAINTENANCE

13.10 Aircraft maintenance performed by the Club must be limited to only that

maintenance that does not require a certificated mechanic or by a properly certificated mechanic who is a Club member. The Club may not become obligated to pay for such maintenance work except that such mechanics may be compensated by credit against payment of dues or flight time. All other maintenance must be provided by an FBO or SASO based at the Airport who provides such services.

STUDENT INSTRUCTION

13.11 Flight instruction may be given in Club Aircraft(s) to Club members only, provided such instruction is given by an FAA certified flight instructor who is properly insured to conduct flight instruction. All flight instructors working under a Club shall register as a vendor with the City, pursuant to Section 20.

13.12 Flight instructors who are also Club members may not receive payment for instruction except that they may be compensated by credit against payment of dues or flight time.

HOURS OF ACTIVITY

13.13 Must be open and operating as is appropriate for its activities and members.

LEASED PREMISES

13.14 Must lease sufficient space for the operations of the Flying Club, which may be as small as one (1) tie-down. There is no requirement to provide hangar space or apron.

LEASE AGREEMENT

13.15 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Club is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Flying Club's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

13.16 Requirements contained in this Section 13 may be satisfied by the Club's sublease of facilities from an FBO.

13.17 Must provide to the City a signed copy of all agreements or contracts with FBO(s)

at the Airport.

13.18 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

13.19 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 14. FOR-PROFIT FLYING CLUBS

INTRODUCTION

14.01 This Section 14 sets forth the minimum standards for a For-Profit Flying Club (FPFC). In addition to the General Policies and Requirements, as set forth in Section 4, each For-Profit Flying Club shall meet the requirements as set forth in this Section 14.

SCOPE OF ACTIVITY

14.02 A FPFC is a for-profit corporation that offers membership to individuals that provide Aircraft rental and instruction to members at set rates.

GENERAL OPERATIONAL RULES

14.03 Aircraft(s) may be owned or leased by the FPFC and each operator of an FPFC aircraft must be a member of the FPFC.

14.04 The FPFC will maintain and keep current a complete list of the FPFC membership. The FPFC's membership list will be made available to the City upon request.

14.05 The FPFC shall conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and other applicable governmental safety regulations.

AIRCRAFT MAINTENANCE

14.06 Aircraft maintenance performed by the FPFC must be limited to only that maintenance that does not require a certificated mechanic or by a properly certificated mechanic who is a FPFC member. The FPFC may conduct self-service, however the preference is that any maintenance that requires a certificated mechanic be provided by an FBO or SASO based at the Airport.

LEASED PREMISES

14.07 Must lease an area from the City, or sublease from an FBO sufficient land to provide space for the needs of the FPFC based on its size.

14.08 May lease hangar space directly from the City or from an FBO, but no minimum hangar space is required.

14.09 Must provide a paved taxiway within and without the leased area to satisfy Aircraft movement from the Operator's facilities to the existing Airport taxiway system.

14.10 Must provide adequate paved automobile parking space within the leased area to accommodate all of the Operator's employees and customers. Must also provide paved walkways and landscaping to meet Code requirements. No on-street parking will be permitted. Parking lot must include security lighting.

14.11 Must lease or construct a hangar, including shop facilities, that adequately accommodates all of the Operator's equipment.

HOURS OF ACTIVITY

14.12 Must be open and operating as is appropriate for its activities and members.

EQUIPMENT

14.13 Must always keep adequate equipment, tools, jacks, lifts, and testing equipment to perform Aircraft maintenance on hand, as required by the Operator's FAA certificate.

PERSONNEL & TRAINING

14.14 Flight instruction may be given in FPFC Aircraft(s) to FPFC members only, provided such instruction is given by an FAA certified flight instructor who is properly insured to conduct flight instruction. Must have in its employ at least one (1) flight instructor who is properly certificated by the FAA to provide flight instruction for the type(s) of Aircraft(s) available for use. All flight instructors working under a FPFC shall register as a vendor with the City, pursuant to Section 20.

LEASE AGREEMENT

14.15 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the FPFC is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the FPFC's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

14.16 Requirements contained in this Section 14 may be satisfied by the FPFC's sublease of facilities from an FBO.

14.17 Must provide to the City a signed copy of all agreements or contracts with FBO(s)

at the Airport.

14.18 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

14.19 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 15. FLIGHT ACADEMY

INTRODUCTION

15.01 This Section 15 sets forth the minimum standards for a Flight Academy (Flight Academy). The Flight Academy category is meant to apply to large-scale flight training operations that are fully self-contained and not reliant on or part of an FBO. In addition to the General Policies and Requirements, as set forth in Section 4, each Flight Academy shall meet the requirements as set forth in this Section 15.

SCOPE OF ACTIVITY

15.02 A Flight Academy (Flight Academy) engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, exclusively to current students while enrolled in the flight training curriculum at a facility on land leased directly from the City. The Flight Academy further provides such related ground school instruction to its currently enrolled students necessary in preparation for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.

LEASED PREMISES

15.03 Must lease an area of not less than one and one-half (1.5) acres of land from the City to provide space for the following:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. All storage, public restrooms, and support facilities

c. Paved and lighted apron

d. Paved and lighted private vehicle parking

e. Paved pedestrian walkway

f. Public access to a designated area of the site

g. Storage and display of Aircraft

h. At least 30,000 square feet of paved and lighted Aircraft parking apron shall be provided by the Flight Academy within its leasehold to support Aircraft tie down spaces, and Aircraft movement. The amount of paved and lighted

Aircraft parking apron shall be adjusted based on this size of the fleet of Aircraft to ensure safe and efficient operation of the Airport.

15.04 Must provide classroom facilities for at least ten (10) students, and be equipped with adequate mock-ups, pictures, or other visual and effective ground school instruction aids. All materials, supplies and training methods must meet FAA requirements for the type of training offered. The Flight Academy shall maintain a current or provisional FAA 141 Certificate.

15.05 Must provide paved access to the Airport's taxiway system. Such taxiway access must meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to use the Operator's facilities.

15.06 Must provide within its leasehold sufficient paved parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lot must include security lighting.

15.07 Must lease or construct five thousand (5,000) square feet of total building improvements. Must also provide sufficient lighting and heated building area for combined offices, support space, classrooms, public restrooms, and public telephones.

15.08 May construct hangar facilities, but it is not required by these minimum standards.

HOURS OF ACTIVITY

15.09 Weather permitting, the Flight Academy shall have its facilities open and services available no less than eight (8) hours daily, five (5) days a week. The Flight Academy shall make provisions for someone to be in attendance in the office at all times during the required operating hours.

EQUIPMENT

15.10 Must provide classroom facilities for at least ten (10) students, and be equipped with adequate mock-ups, pictures, or other visual and effective ground school instruction aids. All materials, supplies and training methods must meet FAA requirements for the type of training offered. The Flight Academy shall maintain a current or provisional FAA 141 Certificate.

15.11 Must have available for use in flight training, either owned or under exclusive written lease to Flight Academy, not less than three (3) properly certificated Aircraft, at least one (1) of which must be twin-engine Aircraft fully equipped for flight instruction. One (1) of the required Aircraft must be equipped and capable for use in instrument flight instruction. Copies of any lease agreements for any

Aircraft(s) not owned by the Flight Academy must be kept on file at the leased premises and made available for City review.

PERSONNEL & TRAINING

15.12 Must be duly licensed by the City and County.

15.13 Must have in its employ, on a full-time basis, at least one (1) flight instructor who is properly certificated by the FAA to provide the type of training requested. Must also provide at least one (1) current, properly certificated flight instructor who is available on a part-time on-call basis.

15.14 The Flight Academy's facility shall be certificated by the FAA as a flight school.

15.15 During all business hours, the Flight Academy shall maintain a responsible person, who is in charge of supervising Flight Academy's operations at the Airport with the authorization to represent and act for and on behalf of the Flight Academy.

15.16 Must conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and other applicable governmental safety regulations.

LEASE AGREEMENT

15.17 Must execute a lease agreement directly with the City, which is in place of a Permit Agreement, and shall contain, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Flight Academy's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

15.18 The requirements set forth in this Section 15 may not be satisfied by a Flight Academy's sublease of facilities from an FBO.

15.19 Each Flight Academy shall provide the City with a signed copy of all agreements or contracts with commercial customer(s) currently serving the Airport.

15.20 Each Flight Academy shall advise the City within five (5) working days of any changes in their agreement(s) or contract(s) with any commercial customer by using the form supplied in Appendix "D" of these Standards.

REQUIRED FEES AND PAYMENTS

15.21 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement with the City.

SECTION 16. FLIGHT SCHOOL

INTRODUCTION

16.01 This Section 16 sets forth the minimum standards for a Flight School. The Flight School category is meant to apply to small scale flight training operations. In addition to the General Policies and Requirements, as set forth in Section 4, each Flight School shall meet the requirements as set forth in this Section 16.

SCOPE OF ACTIVITY

16.02 A Flight School (Flight School) engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, exclusively to current students on or at a facility on land subleased from an FBO. The Flight School further provides such related ground school instruction to its currently enrolled students necessary in preparation for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.

LEASED PREMISES

16.03 Must lease an area of land sufficient to provide space for the following, based on its proposed operation:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. All storage, public restrooms, and support facilities

c. Paved and lighted apron

d. Paved and lighted private vehicle parking

e. Paved pedestrian walkway

f. Public access to a designated area of the site

g. Storage and display of Aircraft

h. Paved and lighted Aircraft parking apron shall be provided by the Flight School to support Aircraft tie-down spaces and movement commensurate with the size of its operation.

The above may be provided as part of an existing FBO's facilities.

16.04 May utilize the FBO's paved access from its facilities to the Airport's taxiway system. Such taxiway access must meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to use the Flight School's facility.

16.05 Must lease, or sublease, sufficient paved parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lot must include security lighting.

16.06 Must lease or construct building improvements with sufficient space to accommodate the proposed operation. Requirements for leasing or constructing building improvements will be commensurate with the proposed operation.

16.07 May construct hangar facilities, but it is not required by these Minimum Standards.

HOURS OF ACTIVITY

16.08 Must be available via telephone or electronic means no less than eight (8) hours daily, five (5) days a week.

EQUIPMENT

16.09 Must provide facilities sufficient to meet the training requirements for the type of training offered. All materials, supplies and training methods must meet FAA requirements for the type of training offered. The Flight Academy shall maintain a current or provisional FAA Part 61 Certificate.

16.10 Must have available for use in flight training, either owned or under exclusive written lease to Flight School, not less than two (2) properly certificated aircraft, fully equipped for flight instruction. One (1) of the required Aircraft must be equipped and capable for use in instrument flight instruction. Copies of any lease agreements for any Aircraft(s) not owned by the Flight School must be kept on file at the leased premises and made available for City review.

PERSONNEL & TRAINING

16.11 Must be duly licensed by the City and County.

16.12 Must have in its employ, on a full-time basis, at least one (1) flight instructor who is properly certificated by the FAA to provide the type of training requested. Must also provide at least one (1) current, properly certificated flight instructor who is available on a part-time on-call basis.

16.13 During all business hours, the Flight School shall maintain a responsible person, who is in charge of supervising Flight School's operations at the Airport with the

authorization to represent and act for and on behalf of the Flight School.

16.14 Must conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and other applicable governmental safety regulations.

LEASE AGREEMENT

16.15 Must execute either a Permit Agreement with the City and sublease with an FBO or a execute a lease agreement with the City – each of which must contain insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Flight School's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

16.16 The requirements set forth in this Section 16 may be satisfied by a Flight School's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, apron required than if the Flight School were to lease directly from the City.

16.17 Each Flight School shall provide the City with a signed copy of all agreements or contracts with commercial customer(s) currently serving the Airport.

16.18 Each Flight School shall advise the City within five (5) working days of any changes in their agreement(s) or contract(s) with any commercial customer by using the form supplied in Appendix "D" of these Standards.

REQUIRED FEES AND PAYMENTS

16.19 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 17. NON-COMMERCIAL HANGAR

INTRODUCTION

17.01 This Section 17 sets forth the minimum standards for those individuals that desire to lease property directly from the City to construct a hangar for the storage of their own Aircraft. The lease shall act as the permit agreement for this category. Each Tenant shall enter a written lease with the City. In addition to the General Policies and Requirements, as set forth in Section 4, each Non-Commercial Hangar Tenant shall meet the requirements as set forth in this Section 17.

LEASED PREMISES

17.02 The leasehold shall comprise sufficient land to provide adequate space for all buildings, paved Aircraft parking apron, paved automobile parking, vehicular driveways and service access ways, any required minimum building setbacks from edges of the leasehold and any required stormwater ponds.

17.03 Must provide, at its own expense, paved taxiway access to the Airport's existing taxiway system. All Aircraft pavement proposed by the Tenant shall be designed and constructed in full conformance with applicable City and FAA standards for the largest type of Aircraft approved to use the premises.

17.04 A hangar shall be constructed which will provide a minimum of 7,000 square feet of Aircraft storage space. Any additional space for offices, storage and restroom facilities must meet all applicable Code requirements. The Aircraft parking apron shall be equal in area to the proposed hangar size.

PERMITTED USES

17.05 Must use the leased premises solely for storage and servicing of their own Aircraft. No Commercial Activity of any kind shall be permitted on the premises unless authorized in the lease agreement with the City. Tenant shall not sell, barter, trade, share or in any other manner provide hangar space to any other Airport Tenant or user, or to any other Aircraft, except those Aircraft owned or leased for the exclusive use of the Tenant, unless expressly approved in writing by the City. Tenant shall not exercise any other rights or privileges reserved to Fixed Base Operators or Specialized Aeronautical Service Operators at the Airport under these Minimum Standards.

SPECIFIC USE OF PREMISES CONDITIONS

17.06 Aircraft based and serviced upon the premises shall be directly owned by, or exclusively leased in writing for a minimum period of six (6) months to the Tenant.

No Aircraft owned, leased, borrowed, or otherwise used by employees of the Tenant shall be permitted on the premises unless approved in writing by the City.

17.07 All maintenance and service work conducted on the premises and performed on the Tenant's Aircraft shall be performed only by direct, full-time permanent employees of the Tenant, or by any FBO or SASO based upon the Airport which have written agreements with the City authorizing such Operators to conduct said activities.

17.08 A Tenant must be a person, individual, firm, company, corporation, partnership, or a joint venture which has a specific legal identity and corporate purpose as registered with the Secretary of State in such Tenant's state of corporate residence. Said corporate purposes shall not in any way, shape or form be related to the use, ownership, maintenance or operation of Aircraft or hangar activities, or to any commercial aviation activity or enterprise. The use and ownership of a Tenant's Aircraft must be incidental, and not relative to, the corporate purpose of the Tenant.

17.09 A for-hire maintenance operation shall be strictly prohibited within the hangar.

17.10 Fuel transfer may occur in accordance with all City, local, state, and federal rules, and regulations.

17.11 The following operations are defined as hazardous and are specifically prohibited on the leased premises:

- Welding
- Torch cutting
- Torch soldering
- Doping Painting

SECTION 18. COMMERCIAL HANGAR/TIE DOWNS

INTRODUCTION

18.01 This Section 18 provides guidance for those entities/persons (Commercial Storage Operator) that desire to lease property directly from the City to construct hangar(s) or provide tie-downs for the purpose of leasing said storage to the general public. In addition to the General Policies and Requirements, as set forth in Section 4, each Commercial Storage Operator shall meet the requirements as set forth in this Section 18.

LEASED PREMISES

18.02 The leasehold shall comprise sufficient land to provide adequate space for all buildings, paved Aircraft parking apron, paved automobile parking, vehicular driveways and service access ways, any required minimum building setbacks from edges of the leasehold and any required stormwater ponds associated with the proposed use of hangar, tie downs, or a combination of both. In addition to the minimum leasehold requirement for hangar/tie down facilities, the Commercial Storage Operator shall provide, at its own expense, paved taxiway access to the Airport's existing taxiway system. All aircraft pavement proposed by the Commercial Storage Operator shall be designed and constructed in full conformance with all applicable City and FAA standards for the largest type of Aircraft approved to use the premises.

18.03 Hangars. If proposing a hangar – the Commercial Storage Operator must provide a minimum of 7,000 square feet of Aircraft storage space. Any additional space for offices, storage and restroom facilities must meet all applicable Code requirements.

18.04 Tie Downs. If proposing a tie-down – the Commercial Storage Operator must provide a ramp with a minimum of 10,000 square feet of Aircraft storage which must be constructed by the Commercial Storage Operator or leased from the City.

PERMITTED USES

18.05 Must use the leased premises solely for providing storage of Aircraft. The Commercial Storage Operator is prohibited from selling aviation fuel. The Commercial Storage Operator must not exercise any other rights or privileges reserved to FBOs or SASOs at the Airport under these Minimum Standards.

SPECIFIC USE OF PREMISES CONDITIONS

18.06 The Commercial Storage Operator shall conduct all activities in accordance with

the National Fire Protection Association and other applicable governmental safety regulations that are applicable to airports.

18.07 A for-hire maintenance operation shall be strictly prohibited within the hangar. Fuel transfer may occur in accordance with all City, local, state, and federal rules, and regulations.

18.08 The following operations are defined as hazardous and are specifically prohibited on the premises:

- Welding
- Torch cutting
- Torch soldering
- Doping
- Painting

LEASE AGREEMENT

18.09 Must execute a lease agreement with the City and the Commercial Storage Operator as a prerequisite to tenancy on the Airport and the commencement of any operations thereon. The lease shall act as the permit agreement for this category. The lease agreement must contain insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Commercial Storage Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

18.10 Each Commercial Storage Operator shall provide the City with a signed copy of all agreements or contracts with commercial subtenants.

18.11 Each Commercial Service Operator must advise the City within five (5) working days of any changes in their agreement(s) or contract(s) with any commercial subtenant by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

18.12 Information relative to rental fees and charges applicable to the aeronautical services included herein will be made available to the prospective Commercial Storage Operator at the time of application or during lease negotiations.

SECTION 19. MOBILE AIRCRAFT REPAIR & MAINTENANCE SERVICES

INTRODUCTION

19.01 This Section 19 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Mobile Aircraft Repair and Maintenance Services. This category includes the sale of Aircraft parts and accessories, but such is not an exclusive right. This category is included to ensure that customers of the FBO, to the extent approved by the FBO and the City, can choose the entity to conduct maintenance on their Aircraft. This category specifically excludes warranty maintenance operations provided by or on behalf of an Original Equipment Manufacturer or Aircraft on ground situation. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Mobile Aircraft Repair and Maintenance Services shall meet the requirements as set forth in this Section 19.

SCOPE OF ACTIVITY

19.02 This Operator engages in one or more of the following services: airframe, engine or accessory overhaul; repair services on Aircraft; and sales of Aircraft parts and accessories.

19.03 This Operator may not advertise that they are based at the Airport.

LEASED PREMISES

19.04 Not required to lease any land from an FBO or the City but must have an executed agreement with an FBO for access to the leasehold where the Aircraft is located. All operations under this category shall occur on the premises/leasehold where the Aircraft is located.

19.05 Not required to lease any aircraft apron but must have an executed agreement with an FBO for use of apron for maintenance purposes to support its activities.

19.06 Not required to lease any hangar space but must have an executed agreement with an FBO for use of hangar space for maintenance purposes.

HOURS OF ACTIVITY

19.07 Must provide for services through an "on-call" system with a reasonable response time to the Airport.

EQUIPMENT

19.08 Must always keep on-hand adequate equipment, tools, jacks, lifts, and testing equipment to perform aircraft maintenance, as required by the FAA.

19.09 Must maintain an adequate supply of all necessary parts, equipment, and accessories, at all times, as are required to support the Operator's contract customers. This may be satisfied by a "just in time contract" with a parts supplier.

PERSONNEL & TRAINING

19.10 Must be duly licensed by the City and County.

19.11 Must provide certified A&P/IA personnel certified by the FAA under FAR 65 and/or FAR 145 to perform aircraft maintenance and inspection services.

19.12 Must have employed and on-duty during operating hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) appropriately certified person with ratings appropriate to the work being performed.

19.13 All employees must be in uniform with the name of the company prominently displayed.

PERMIT AGREEMENT

19.14 Must execute a Permit Agreement with the City and a vendor agreement with an FBO approved by the City which shall specify the types of aeronautical services the Operator is authorized to provide, and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

19.15 Must provide the City with the Operator's vendor agreement with the FBO together with the permit application under these rules.

19.16 Must provide the City with a signed copy of all agreements or contracts with FBO(s) currently serving the Airport.

19.17 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

19.18 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 20. FLIGHT INSTRUCTOR

INTRODUCTION

20.01 This Section 20 sets forth the minimum standards for all Flight Instructors operating on the Airport, independently of a Flight School or Flight Academy. In addition to the General Policies and Requirements, as set forth in Section 4, each Flight Instructor shall meet the requirements as set forth in this Section 20.

SCOPE OF ACTIVITY

20.02 A Flight Instructor (Flight Instructor) engages in instructing pilots in dual and solo flight training, in fixed or rotary wing Aircraft, operating to or from the Airport. The Flight Instructor further provides such related ground school instruction to its students/clients as is necessary in preparation for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved or currency.

VENDOR REGISTRATION

20.03 The vendor registration list will be available at the City office at the Airport, as well as at each FBO.

20.04 Must register with the City and provide the following:

a. Name
b. Address
c. Telephone Number
d. Email Address
e. Copy of FAA Certificate
f. Location of Flight Instruction on the Airport
g. If Flight Instruction is occurring at an FBO, a copy of the agreement with the FBO allowing the use of the FBO facility.

PERSONNEL & TRAINING

20.05 Must be properly certificated by the FAA to provide the type of training requested by a client.

LEASE AGREEMENT

20.06 Must execute a Permit Agreement with the City and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance

documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

20.07 Not required to lease any land from an FBO or the City but must have an executed agreement with an FBO or the City for access to the leasehold where the Aircraft is located. All operations under this category shall occur on the premises/leasehold where the Aircraft is located.

REQUIRED FEES AND PAYMENTS

20.08 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the Permit Agreement with the City.

SECTION 21. AIRCRAFT CLEANING, WASHING & DETAILING SERVICES

INTRODUCTION

21.01 This Section 21 sets forth the minimum standards for a business entity who provides Aircraft Cleaning, Washing & Detailing Services (ACWD). In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides ACWD shall meet the requirements as set forth in this Section 21.

SCOPE OF ACTIVITY

21.02 This Operator provides aircraft cleaning, washing and detailing at set rates.

LEASED PREMISES

21.03 May lease an area from the City, or sublease from an FBO, sufficient land to provide space for the needs of the ACWD based on the size of its operations.

21.04 May lease hangar space directly from the City, or from an FBO, but no minimum is required.

HOURS OF ACTIVITY

21.05 Must be open, and services made available, as is appropriate for its activities and clients.

PERSONNEL & TRAINING

21.06 Must be duly licensed by the City and County.

21.07 Must have employed and on-duty during the appropriate business hours at least one (1) manager who is on-site when work is being conducted and who is available via telephone or electronic means during normal business hours.

PERMIT AGREEMENT

21.08 Must execute a Permit Agreement with the City and vendor agreement with an FBO or Commercial Storage Operator approved by the City which shall specify which types of aeronautical services the ACWD is authorized to provide, and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport.

Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

21.09 The ACWD must provide the City with its vendor agreement with the FBO together with its permit application.

REQUIRED FEES AND PAYMENTS

21.10 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 22. VINTAGE AIRCRAFT RESTORATION SERVICES

INTRODUCTION

22.01 This Section 22 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Vintage Aircraft Restoration Services. This Operator provides aeronautical services that are associated with the operations, restorations, exhibitions, and display of vintage aircraft. For purpose of this Section 22, an aircraft is considered "vintage" if it is manufactured before 1965 and a "vintage" engine applies to all radial and piston engines manufactured before 1973. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Vintage Aircraft Restoration Services shall meet the requirements as set forth in this Section 22.

SCOPE OF ACTIVITY

22.02 This Operator engages in and furnishes services for the public, which may include, the following:

a. Aircraft tie-down and storage, ramp services and minor flight line repairs may be provided on leased airport property in association with museum activity.

b. Flight instruction and Aircraft Rental: Provide orientation, flight instruction, and related ground school instruction as required in connection with restoration and museum activities of vintage aircraft. Such aircraft may be rented for use by students or other pilots.

c. Airframe and Powerplant repair: May engage in maintenance and repair of vintage or other aircraft associated with bona fide restoration or museum activities, and the sale of associated aircraft parts and accessories.

d. Avionics, instruments, and propeller repair service: May engage in the business of maintenance and repair of aircraft radios, instruments, propellers, and accessories of vintage aircraft and other aircraft associated with bona fide restoration or museum activities.

e. Other aeronautical services: The following list illustrates activities authorized, but is not all-inclusive or restrictive. These activities can be performed in connection with vintage aircraft and aircraft associated with bona fide restoration and museum activities.

- Aircraft painting
- Aircraft upholstery

- Aircraft sales
- Any specialized commercial flight services specifically excluded from FAR Part 135

LEASED PREMISES

22.03 Must lease an area from the City of not less than three acres and provide, by constructing or leasing, a hangar of no less than 20,000 square feet of aircraft storage and no less than 10,000 square feet of office, display or other space under heating and air conditioning. A hangar complex of two structures that meet the requirements above is permissible. Two or more structures that exceed the requirements above is also permissible.

22.04 Must provide adequate paved aircraft and automobile parking areas, within the leased area to satisfy all of the Tenant's employees and customers.

22.05 Must also provide walkways and landscaping to meet code requirements.

HOURS OF ACTIVITY

22.06 Must be open, and services made available, at least eight (8) hours a day, five (5) days a week.

22.07 Must provide for services during off-hours through an "on-call" system with a reasonable response time.

EQUIPMENT

22.08 Must provide and have based on their leasehold, either owned or underwritten lease to Tenant, appropriate numbers of aircraft that are airworthy and, meet all the requirements of the Federal Aviation administration with respect to the type of operations to be done.

PERSONNEL & TRAINING

22.09 Must be duly licensed by the City and County.

22.10 Must have employed and on-duty during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) appropriately certified person.

22.11 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

LEASE AGREEMENT

22.12 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

22.13 Requirements contained in this Section 22 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Operator were to lease directly from the City and construct new facilities.

REQUIRED FEES AND PAYMENTS

22.14 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 23. SCHEDULED COMMERCIAL SERVICES

INTRODUCTION

23.01 This Section 23 sets forth the minimum standards for Scheduled Commercial Services. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Scheduled Commercial Services shall meet the requirements set forth in this Section 23.

SCOPE OF ACTIVITY

23.02 This Operator (Scheduled Commercial Services Operator) engages in scheduled commercial services for the transportation through air travel of passengers and cargo.

LEASED PREMISES & FACILITIES

23.03 A Scheduled Commercial Services Operator will not be leased land at the Airport for scheduled commercial and specialized aeronautical services. Any Scheduled Commercial Services Operator wishing to engage in scheduled commercial and specialized aeronautical services at the Airport must first enter into a written agreement for such services with the City. If the City enters into a written agreement for the provision of such services with a Scheduled Commercial Services operation, the Scheduled Commercial Services Operator may provide for and coordinate the use of Airport property through a separate agreement with an FBO which shall contain, insurance, indemnification, environmental requirements and a security deposit or other form of contract security, as approved by the City.

REQUIREMENTS

23.04 All aircraft used for scheduled commercial and specialized aeronautical services at the Airport must have a maximum certified takeoff weight of less than 12,500 pounds and have no more than nine (9) passenger seats.

23.05 A Scheduled Commercial Services Operator must be a person, individual, firm, company, corporation, partnership, or a joint venture which has a specific legal identity and corporate purpose as registered with the Secretary of State in such Scheduled Commercial Services Operator's state of corporate residence.

PERMITTED USES

23.06 A Scheduled Commercial Services Operator shall provide scheduled commercial and specialized aeronautical services at the Airport in accordance with the terms

and conditions of a written agreement with the City that provides for such services.

SECTION 24. AVIATION MAINTENANCE TECHNICIAN SCHOOL

INTRODUCTION

24.01 This Section 24 sets forth the minimum standards for an Aviation Maintenance Technician School (AMTS). The AMTS category is meant to apply to large-scale aircraft maintenance education and training operations that are fully self-contained and not reliant on or part of an FBO. In addition to the General Policies and Requirements, as set forth in Section 4, each AMTS shall meet the requirements as set forth in this Section 24.

SCOPE OF ACTIVITY

24.02 An Aviation Maintenance Technician School (AMTS) engages in instruction to provide knowledge and skills necessary to be prepared to test for a mechanic airman certificate and associated ratings, exclusively to current students while enrolled in the AMTS curriculum at a facility on land leased directly from the City.

LEASED PREMISES

24.03 Must lease an area of not less than one and one-half (1.5) acres of land from the City to provide space for the following:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. All storage, public restrooms, and support facilities

c. Paved and lighted apron (to accommodate any owned aircraft)

d. Paved and lighted private vehicle parking

e. Paved pedestrian walkway

f. Public access to a designated area of the site

24.04 Must provide enclosed, climate-controlled classroom facilities for at least ten (10) students, and be equipped with adequate mock-ups, pictures, or other visual and effective aids. All materials, supplies and training methods must meet FAA requirements for the type of training offered. The AMTS shall maintain a current or provisional FAA 147 Certificate.

24.05 Must provide storage and tool rooms centralized or localized secure areas arranged

to guarantee the proper separation of parts, tools, materials, and similar articles from active working and shop spaces.

24.06 Must provide finishing and paint area designated, code compliant area properly ventilated for the application of finishing materials, including dedicated facilities for paint spraying.

24.07 Must provide cleaning and degreasing station, a specialized area equipped with operational washtanks, degreasing equipment, compressed air lines, and adequate environmental cleaning controls.

24.08 Must have engine test facilities, a designated and safe, City-approved facility / area allocated specifically for running aircraft engines.

24.09 Must have disassembly and inspection shop, a workspace equipped with adequate workbenches, tables, and test equipment, and related appliances;

a. Ignition systems, electrical equipment, and related appliances;

b. Carburetors and fuel delivery systems; and

c. Hydraulic and vacuum systems for aircraft, aircraft engines, and components.

24.10 Must have aircraft rigging and assembly space, an open floor area with sufficient clearance, equipped with tables, benches, stands, and aircraft jacks, dedicated to disassembling, inspecting, and rigging full airframe structures.

24.11 Must have a powerplant shop, a dedicated space equipped with necessary stands and timing tools for disassembling, inspecting, assembling, troubleshooting, and timing aircraft engines.

24.12 Must provide within its leasehold sufficient paved parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lot must include security lighting.

24.13 Must lease or construct five thousand (5,000) square feet of total building improvements. Must also provide sufficient lighting and heated building area for combined offices, support space, classrooms, public restrooms, and public telephones.

24.14 May construct hangar facilities, but it is not required by these minimum standards.

<u>HOURS OF ACTIVITY</u>

24.15 The AMTS shall have its facilities open and services available no less than eight (8) hours daily, five (5) days a week. The AMTS shall make provisions for someone to always be in attendance in the office during the required operating hours.

EQUIPMENT

24.16 Must provide a component inventory of adequate quantity and variety of airframes structures, powerplants, propellers, systems, and components must be maintained on-site to facilitate all curriculum-required practical projects.

24.17 Must maintain an adequate inventory of raw materials, special tools, and shop machinery necessary to support the approved curriculum. All special tools and shop machinery operated within the leased facility must be kept in satisfactory, safe working conditions for its intended utilization.

24.18 Must have available, stationed within the leasehold, at least one (1) full instructional aircraft currently certified by the FAA for private or commercial operations. The aircraft must feature an operational powerplant, propeller, instrument panel, navigation / communications suite, landing lights, and standard accessories. The aircraft and components do not need to be airworthy; however, if damaged, they must be repaired sufficiently to allow for complete structural assembly and system integration training.

PERSONNEL & TRAINING

24.19 Must be duly licensed by the City and County.

24.20 Must have in its employ, on a full-time basis, at least one (1) instructor who is properly certificated by the FAA to provide the type of training requested.

24.21 During all business hours, the AMTS shall maintain a responsible person, who is in charge of supervising AMTS' operations at the Airport with the authorization to represent and act for and on behalf of the AMTS.

24.22 Must conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and other applicable governmental safety regulations.

LEASE AGREEMENT

24.23 Must execute a lease agreement directly with the City, which is in place of a Permit Agreement, and shall contain, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the AMTS' operations on the Airport. Insurance documents must name the

City as an additional insured and must be submitted to the Director of Aviation annually.

24.24 The requirements set forth in this Section 15 may not be satisfied by a AMTS' sublease of facilities from an FBO.

24.25 AMTS shall provide the City with a signed copy of all agreements or contracts with commercial customer(s) currently serving the Airport.

24.26 AMTS shall advise the City within five (5) working days of any changes in their agreement(s) or contract(s) with any commercial customer by using the form supplied in Appendix "D" of these Standards.

REQUIRED FEES AND PAYMENTS

24.27 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement with the City.

SECTION 25. MULTIPLE AERONAUTICAL SERVICES

INTRODUCTION

25.01 This Section 25 sets forth the minimum standards for any Specialized Aviation Services Operator (SASO) that engages in any two (2) or more specialized aviation services for which minimum standards have been developed, as stated herein ("Multiple Operator"). In addition to the General Policies and Requirements, as set forth in Section 4, each Multiple Operator shall meet the requirements as set forth in this Section 25.

SCOPE OF ACTIVITY

25.02 The retail sale of aviation fuels and lubricants are not allowed under this category, which are reserved solely for Fixed Base Operators (FBOs), as set forth in Section 5. Since developing minimum standards for every possible combination of services would be nearly impossible, the following will serve as guidelines for the City to use when developing a lease agreement involving a combination of activities.

LEASED PREMISES

25.03 Must lease, either from the City or sublease from a FBO, subject to the approval of the City, an area that is equal to the total area required by the sum of the land area requirements under the individual specialized aeronautical services the Multiple Operator is providing. If a Multiple Operator has a sublease within an FBO, the minimum area may be reduced due to efficiencies of using the FBO leasehold.

25.04 If flight instruction is one of the multiple services offered, must provide both a classroom and a flight planning area in the building.

25.05 Must provide a paved taxiway within and without the leased area to satisfy aircraft movement from the Multiple Operators facilities to the existing airport taxiway system. The Multiple Operator shall provide adequate paved automobile parking space within the leased area to satisfy all of the Multiple Operator's employees and customers. Must also provide paved walkways and landscaping to meet code requirements.

25.06 Must lease or construct hangar facilities providing a total square footage that is equal to the total area required by the sum of the hangar sizes required under the individual specialized aeronautical services the Multiple Operator is providing.

HOURS OF ACTIVITY

25.07 Must maintain the longest hours of activity required elsewhere in these Minimum Standards for the Aeronautical Activities being provided.

EQUIPMENT

25.08 Must provide the facilities, equipment and services required to meet the Minimum Standards for the individual specialized aeronautical services provided.

PERSONNEL & TRAINING

25.09 Must be duly licensed by the City and the County.

25.10 Must have in its employ and on duty during the appropriate business hours, uniformed, trained personnel in such numbers as are required to meet the Minimum Standards for the aeronautical services to be provided. Multiple responsibilities may be assigned to meet the personnel requirements for each individual specialized aeronautical service being performed.

25.11 Must conduct all activities in accordance with the National Fire Protection Association and other applicable governmental safety regulations.

LEASE AGREEMENT

25.12 Each Multiple Operator shall execute either a Permit Agreement with the City and sublease with an FBO or a lease agreement or with the City all of which shall contain, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

25.13 The requirements contained herein may be satisfied by an approved sublease of such space from an FBO to provide the service. Because of operational efficiencies of utilizing an FBO Leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, shop and aircraft apron than if the Multiple Operator were to lease directly from the City and construct a new facility.

25.14 Each Multiple Operator shall provide the City with a signed copy of all agreements or contracts with an FBO currently serving the Airport.

25.15 Each Multiple Operator shall advise the City within five (5) working days of any

changes in their agreement(s) or contract(s) with any FBO(s) by using the form supplied in Appendix D of these Standards.

REQUIRED FEES AND PAYMENTS

25.16 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 26. OTHER AERONAUTICAL SERVICES

26.01 The purpose of this section is to address the activities which, by nature of the operation or service, are not directly associated with aeronautical activities, or services that are too specialized to reasonably permit the establishment of specific Minimum Standards for each. When services are proposed which do not fall within the categories in this document, Minimum Standards will be developed on a case-by-case basis if needed, taking into consideration the desires of the proponent, the needs of the City, and the need for such service at the Airport. Any Aeronautical Activities for which there are no specific minimum standards set forth herein shall be subject to such standards and provisions as are developed by the Director of Aviation on a case-by-case basis and be set forth in such commercial airport operator's written lease, license, permit or agreement with or from the City.

26.02 All companies intending to provide services at the Airport must have the appropriate insurance coverage and a Permit Agreement from the City before they will be allowed to do business on the Airport. Insurance documents must indemnify and hold harmless the City from any claim arising from the operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

26.03 Advanced Air Mobility. The City is interested in accommodating advanced air mobility services at the Airport and that, at the time of these Minimum Standards, the regulations relating to same are rapidly progressing. As such, any entity interested in pursuing development of a vertiport and/or in providing services to Advanced Air Mobility at the Airport should contact the Director of Aviation.

SECTION 27. PENALTY FOR VIOLATION

27.01 The Director of Aviation may deny use of the Airport for a period not exceeding fifteen (15) days for any person and/or entity violating or refusing to comply with any of these Minimum Standards pending a hearing by the Board.

27.02 Upon such a hearing, such person and/or entity may be deprived of further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property.

27.03 Any violation shall be a misdemeanor, and upon conviction, be punishable by a fine not exceeding five hundred ($500) dollars, and each day a violation continues to exist shall constitute a separate offense.

27.04 This Section 26 is cumulative of all other penalties for violation of Federal, State, and local laws, rules, regulations, ordinances, and orders. Citation for violation or issuance of a violation ticket of any of the Minimum Standards prescribed herein may be made by any authorized code enforcement officer. The Director of Aviation or the Board may request authorized code enforcement officers to investigate any suspected violation of these rules.

APPENDIX A

CHANGES TO THE STANDARDS

NUMBER	DATE	DESCRIPTION
#1	March 2014	Updates to prior Minimum Standards.
#2	July 2026	Fully Amended and Restated Minimum Standards which supersede all prior versions.

APPENDIX B

PERMIT APPLICATION

1. COMPANY INFORMATION – (name and contact information for the company)

Name & Title: _____

Address: _____

Telephone: _____ Cell: _____

E-mail _____ Other: _____

1.1 Upload or provide evidence of incorporation in the State of Florida. Flight Instructors upload a copy of FAA certificate.

1.2 Upload or provide a list of the names, addresses and telephone numbers of the principal(s) of the business having an interest equal to 51% or more of the assets or earnings of the operations.

1.3 Upload or provide resumes for the key personnel.

1.4 Provide the proposed commencement date for operations and the proposed term.

_____

_____

_____

2. COMPANY 24 HOUR EMERGENCY CONTACT

Name & Title: _____

Address: _____

Telephone: _____ Cell: _____

E-mail _____ Other: _____

3. PROPOSED SERVICES

Place a check in the box provided below for the aeronautical services that the applicant is requesting to provide at Kissimmee Gateway Airport. Applicant must submit all necessary back up information proving it meets the minimum standards for the aeronautical services it is applying to provide.

☐ Airframe and Powerplant Repair Operator

- ☐ Avionics, Instrument and/or Propeller Repair
- ☐ Manufacturer Major Service Center
- ☐ Air Cargo Services
- ☐ Air Charter or Taxi
- ☐ Aircraft Sale
- ☐ Aircraft Lease and Rental Services
- ☐ Flying Clubs
- ☐ For-Profit Flying Clubs
- ☐ Flight Academy
- ☐ Flight School
- ☐ Non-Commercial Hangar
- ☐ Commercial Hangar/Tie Downs
- ☐ Mobile Aircraft Repair and Maintenance Services
- ☐ Flight Instructor
- ☐ Aircraft Cleaning, Washing and Detailing
- ☐ Vintage Aircraft Operations, Restoration & Museum Activities
- ☐ Scheduled Commercial Services
- ☐ Multiple Aeronautical Services
- ☐ Other Aeronautical Services

4. COMPANY FINANCIAL BILLING CONTACT(S)

Name & Title: _____

Address: _____

Telephone: _____ Cell: _____

E-mail _____ Other: _____

5. COMPANY INSURANCE CONTACT

Name & Title: _____

Address: _____

Telephone: _____ Cell: _____

E-mail _____ Other: _____

5.1 Upload or provide insurance certificate.

6. REFERENCES

Please provide the name, address and telephone number of an airport employee who supervised or is otherwise familiar with your activities at each airport where you operated during the past three (3) years *(attach additional sheets as necessary)*:

Reference 1

Contact Person:	
Company	

Title:			
Address:			
Phone Number:		Other:	
Cell Phone:		E-mail address:	

Reference 2

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Other:	
Cell Phone:		E-mail address:	

Reference 3

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Other:	
Cell Phone:		E-mail address:	

7. Upload or provide a narrative of the detailed services to be offered including evidence of applicants past experience providing similar services at a similar airport, financial capability, and technical ability to perform and/or develop the proposed services and facilities, a statement of projected gross revenues and operating expenses for each of the first five (5) years of the proposed operations at the Airport, the number of persons to be employed along with a description of their duties and responsibilities, and the tools, equipment, and inventory, if any, that applicant will furnish for the proposed service. The Airport may alter the requested information in this section based upon the proposed service to be provided and the complexity of the proposal.

8. Upload or provide a site plan and other documentation including the amount of land required for the proposed service and any buildings or other facilities proposed to be constructed or facilities required, a detailed site plan for the proposed operations, the estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.

9. Upload or provide any additional documentation required based on your selection in SECTION 3 – PROPOSED SERVICES.

ADDITIONAL INFORMATION (items a & b are not applicable for Flight Instructors)

a. As a general rule, Permit Agreements for Specialized Aeronautical Service providers will be renewed on an annual basis and shall contain a thirty (30) day cancellation clause by either party to the agreement.

b. The following items must be on hand prior to start of operations:
- A fully executed Permit Agreement with the Kissimmee Gateway Airport,
- A security deposit.
- Proof of insurance (Insurance Certificate) as required by the type of agreement.

c. Submit or return this completed application, along with the items listed above, the relevant application fee* and any additional information or materials requested by the City, to:

Kissimmee Gateway Airport
Director of Aviation
401 Dyer Boulevard
Kissimmee, FL 34741

Signature	Date
Print Name	Phone Number

*NOTE: Application fee must be submitted by mail or in person to the address provided above

APPENDIX C

APPLICATION FOR NON-AVIATION USE OF HANGAR

Kissimmee Gateway Airport

The use of a Fixed Base Operator's (FBO) leasehold for non-aviation commercial use is subject to express written approval from the Airport. The Airport shall have five (5) days from receipt of a complete application to review and approve or deny an application in its sole and absolute discretion. In an emergency an application submitted less than five (5) days prior to the proposed use may be considered by the Airport, however in addition to all other requirements contained herein, the applicant shall provide an explanation for the untimely submittal.

Applicant:_____
Date:_____ Contact Person for Applicant:_____
Proposed User(s):_____
Proposed Use(s)_____
Location of Proposed Use(s):_____
Hours for the Proposed Use(s):_____
Person Responsible for Event Charges:_____
Date of Event: _____ Set-up Start Time: ____(a.m.)(p.m.) Breakdown End Time:____(a.m.)(p.m.)
Event Start Time: _____(a.m.)(p.m.) Event End Time:____(a.m.)(p.m.)
Proposed use □Private □Private Limited Tickets □ Public Tickets (unlimited)
Estimated Number of Participants (not including spectators): _____
Estimated Number of Spectators Attending Event: _____

Executed Agreement with FBO conditioned upon approval by the Airport □Yes □No □Attached
Insurance Certificates which meet the Airport requirements □Yes □No □Attached
Parking Agreement between FBO and the Airport required □Yes □No
Parking Agreement executed by FBO and attached □Yes □No □Attached
City Fire Marshall Standards Provided [Fire watch/Doors to Hangar Open] □Yes □No
Is Event Sponsored by: □FBO □Government □Non-Profit Entity □For Profit Entity
Do you intend to dispense, sell, or permit any alcoholic beverages: □Yes □No
(If yes, explain which ones:_____)
Do you intend to serve or sell any food, goods, or services: □Yes □No
(If yes, explain which ones:_____)
Are fireworks or other pyrotechnics going to be used: □Yes □No
(If yes, explain:_____)
Will any tent(s), stages, or other structures be used: □Yes □No
(If yes, explain which ones: _____)
Will there be any amplified sound equipment be used: □Yes □No
(If yes, explain what type _____ Decibel level _____ How/where will power source be accessed _____)
Who will provide other clean-up (trash, etc.) after the event:_____
Give a description of ALL event activities:_____
_____

A completed application must include this form fully completed, the proposed or executed facility use agreement, a parking agreement form executed by the FBO ready for ISM to execute and proof of insurance for both the airport lessee and ISM

CERTIFICATION BY APPLICANT: I CERTIFIED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT, I UNDERSTAND THE EVENT MAY BE CANCELLED BY THE DIRECTOR OF AVIATION, FIRE MARSHALL OR THE CHIEF OF POLICE SHOULD ANY CONDITIONS/STIPULATIONS OF THE AGREEMENT, ANY PERMIT OR CITY ORDINANCE OR STATE STATUTE BE VIOLATED. I CERTIFY THAT I AM AUTHORIZED BY THE ORGANIZATION NAMED HEREIN TO ACT AS ITS AGENT FOR THE HEREIN DESCRIBED ACTIVITY. I ALSO HAVE RECEIVED THE NOTICE INFORMING ME OF MY RESPONSIBILITIES AND OBLIGATIONS SHOULD I CANCEL THE EVENT.

BY FILING THIS APPLICATION, I, AND THE ORGANIZATION ON WHOSE BEHALF I MAKE THIS APPLICATION, CONTRACT AND AGREE THAT WE WILL JOINTLY AND SEVERALLY INDEMNIFY AND HOLD THE AIRPORT HARMLESS AGAINST LIABILITY, INCLUDING COURT COSTS AND ATTORNEYS' FEES FOR TRIAL AND ON APPEAL, FOR ANY AND ALL CLAIMS FOR DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OR PERSONS ARISING OUT OF OR RESULTING FROM THE ISSUANCE OF THE PERMIT OR THE CONDUCT OF THE ACTIVITY OR ANY OF ITS PARTICIPANTS.

Signature of Applicant	Signature of Proposed User
Print name	Print Name
□Atlantic □Sheltair □Other	Entity
Reviewed by: Director of Aviation - ISM Operations (or Designee) Signature	
Recommend □Approval □Denial	Print Name

APPENDIX D

NOTIFICATION OF ADDITION OR CANCELLATION OF A CONTRACT

Date: _____

Kissimmee Gateway Airport
Director of Aviation
401 Dyer Boulevard
Kissimmee, Fl 34741

Company Name: _____, hereby

notifies the Kissimmee Gateway Airport of the following:

Has a New Contract with:

Tenant	Effective Date	Type of Service

Has Terminated Contract with:

Tenant	Effective Date	Type of Service that was Provided

Sincerely,

Name: _____
Title: _____
Date: _____

Please email to the Kissimmee Gateway Airport at Airport@Kissimmee.gov

ITEM 7.A
City Commission Minutes from June 16 and June 29, 2026

Request

Approval of the minutes from the June 16, 2026, Commission Meeting, the June 29, 2026, Workshop, and the KUA Board interviews.

Explanation

Minutes of the commission meeting on June 16, 2026, and of the June 29, 2026 commission workshop and KUA interview meetings.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) CCM MIN JUN 16 2026
2. (S) CCM MIN JUN 29 2026 (KUA Interviews - 2nd Round)
3. (S) CCM MIN JUN 29 2026 (Budget Discussion & Commission Travel Policy Workshop)

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 16, 2026 AT 6:00 PM

1. MEETING CALLED TO ORDER

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

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing In of New Firefighters

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

Fire Chief Walls administered the Oath of Office to Roderick Castro, Luis Marquez, Noah Drozd, Sebastian Molina, and Dylan Sharpe.

3.B Proclamation – City of Kissimmee Fire Department Founding Date

City of Kissimmee Fire Department Founding Date Proclamation presentation to Fire Chief Jim Walls.

City Manager Steigerwald read a proclamation in honor of the City of Kissimmee's Fire Department Founding Date, as the Mayor and Commissioners presented it. Recipient Chief Jim Walls thanked the City for its support.

3.C Proclamation – World Elder Abuse Awareness Month

Proclamation presentation to AARP Volunteers Hilda Diaz and Ana Charris, recognizing June as World Elder Abuse Awareness Month.

City Manager Steigerwald read a proclamation honoring World Elder Abuse Awareness Month as the Mayor and Commissioners presented it. Recipients Hilda Diaz and Ana Charis thanked the City for its support.

3.D Service Awards for April, May, and June 2026

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

City Manager Steigerwald acknowledged employees who've reached service milestones of five, ten, fifteen, twenty, and thirty years, and presented awards to those who were in attendance.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance # 26-15 - An Ordinance establishing the Hilliard Isle Community Development District (CDD)

AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Request approval of the petition to establish the Hilliard Isle Community Development District (CDD) and adoption of Proposed Ordinance # 26-15.

City Clerk Crespo read Ordinance # 3139 by title. Mayor Espinosa announced the Public Hearing with no response from the audience. Mayor Espinosa and Commissioner Martinez disclosed they had conducted a site visit of the property during a ribbon-cutting ceremony. Per City Attorney Oded, the visit does not disqualify either official from participating in the vote. Commissioner Martinez moved to approve the Public Hearing and to adopt Ordinance # 3139. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing — Amendment to the Section 108 Loan Application, Substantial Amendment to the 2025-2029 Consolidated Plan and 2025 Annual Action Plan, and Accompanying Resolution

Requesting approval for the amendment to the Section 108 Loan Application amount, the substantial amendment to the 2025-2029 Consolidated Plan, the 2025 Annual Action Plan, and the associated resolution.

Housing Manager Frances DeJesus reviewed the agenda item. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez made a motion to approve the Public Hearing and adopt Resolution # 15-2026. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

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 decorum, the upcoming election, and non-city business during public comment.

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 June 2, 2026 Meeting and KUA Interviews

Approval of the June 2, 2026, Commission meeting and KUA interview minutes.

7.B Forestry Chipper Truck Purchase

Approval to purchase a truck with a forestry chipper dump body for the Parks and Recreation Department in the amount of $113,872, per the Florida Sheriff Association Contract (Contract # 20260225).

7.C Installation of LED Stadium Lighting for Fortune Road Athletic Complex

Requesting approval to install LED stadium lighting at the Fortune Road Athletic Complex for $174,900 (Contract # 20260226) with Musco Sports Lighting, LLC.

7.D Kissimmee Police Department Elevator Modernization Contract Amendment

Requesting approval of the First Amendment to the Agreement with KONE, Inc. (Contract # 20260065) to add one elevator at the Kissimmee Police Department under the same terms and conditions of the original agreement, in an amount not to exceed $185,631.00, increasing the total contract amount to $983,001.00. Approval is also requested to increase the contingency funds by $14,369.00 for unforeseen project-related needs, and authorization for the City Manager or designee to execute any documents or change orders related to this amendment.

7.E Continuing services contracts for Inspire Placemaking Collective, Inc., NUE Urban Concepts, and Traffic and Mobility Consultants

Requesting approval of continuing services contracts for Inspire Placemaking Collective, Inc. (# 20260209), NUE Urban Concepts (# 20260206), and Traffic and Mobility Consultants (# 20260207), for general planning services.

7.F Scope with NUE Urban Concepts for updates to the Mobility Study and Mobility Fee Ordinance

Approval of the scope of work for updates to the Mobility Study and Mobility Fee Ordinance with NUE Urban Concepts (Contract # 20260206).

7.G 2025 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs

Requesting approval to accept the 2025 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs, totaling $24,215.37 (Grant # BVP26), and authorizing the Police Chief to sign all necessary agreements related to this grant.

7.H Hill Street Sidewalk Project Change Order No. 1

Approval of Change Order No. 1 to the contract with American Persian Engineering, Inc.(Contract # 20240056) in the amount of $75,666.60 to incorporate revisions identified by the Engineer of Record for the Hill Street Sidewalk Project, consisting of the construction of a six-foot-wide sidewalk along the south side of Hill Street connecting South Emory Street, Lincoln Street, and John Young Parkway.

7.I Internship Grant from Florida Airports Council (FAC)

Requesting approval to accept an Internship Grant from the Florida Airports Council (FAC) for Kissimmee Gateway Airport (Grant # AIRFAC26).

7.J Award Professional Auditing Services for RFP2026-009

Approval to award Contract # 20260228 for RFP2026-009 to Purvis Gray Company for Professional Auditing Services.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A DKCRA – Holiday Lighting RFP Award

Requesting approval of the Downtown Kissimmee CRA Board bid award for RFP 2026010 to We Hang Christmas Lights FL (Contract # 20260223).

Redevelopment Planner Benjamin Burnett reviewed the holiday lighting RFP and agenda item details.

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

Motion carried 4 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Resolution Implementing Article III, Chapter 1, Section 6 of the City Charter

Adoption of a Resolution authorizing the City Clerk to administer the lottery process for all municipal elections and transmit the certified results directly to the Osceola County Supervisor of Elections Office.

City Manager Steigerwald reviewed the agenda item and proposed changes to the elections process.

Commissioner Martinez made a motion to adopt Resolution # 16-2026. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

8.C Discussion and Direction Regarding Amendments to Temporary Sign Regulations

Commissioner Janette Martinez has requested that the City Commission discuss potential revisions and/or amendments to the City's Sign Code pertaining to temporary signs during election periods.

Commissioner Martinez opened a discussion regarding temporary signs on commercial properties. Discussion centered on applying the same signage standards to both residential and commercial properties, sign rights at the Civic Center and other public properties, such as the public library, and whether to amend the sign ordinance adopted in January. The Commission also discussed property owners' discretion regarding signage on private commercial property and directed the City Attorney to draft an email to the County clarifying sign regulations at the library.

Commissioner Martinez made a motion to amend the City's sign code for temporary signage during elections by applying the same regulations to residential and nonresidential properties, direct the City Attorney to clarify signage regulations with the County regarding the Public Library, and direct the City Clerk to notify all current municipal candidates of the proposed temporary yard sign changes. Commissioner Eady seconded the motion.

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

Motion carried 3 - 1.

Commission consensus was reached to suspend enforcement of the current sign code for temporary signage on nonresidential properties until the new ordinance takes effect.

8.D Advisory Board Vacancies: Board of Adjustments

The Commission is requested to make an appointment to fill a vacancy on the Board of Adjustments.

Commissioner Ortiz made a motion to appoint Marie Isidor to the Board of Adjustment. Mayor Espinosa seconded the motion.

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez congratulated all of those who qualified for their respective candidate races. Commissioner Ortiz wished everyone a Happy Father's Day. Commissioner Eady thanked staff for a terrific Juneteenth celebration.

10. ADJOURNMENT

Commissioner Eady made a motion to adjourn. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:00 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 6/16/26

AGENDA ITEM #:

NON-AGENDA ITEM: Public Comment

NAME: S. Nelson

ADDRESS: 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: 6-16-26

AGENDA ITEM #: 6 NEAR MAP.

NON-AGENDA ITEM:

NAME: RAY PARSONS

ADDRESS: 111 E. MONUMENT AVE. **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
- [ ] NEUTRAL

INSTRUCTIONS:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 6/14

AGENDA ITEM #: _____

NON-AGENDA ITEM: Public Comment

NAME: G Evans

ADDRESS: 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

I will be speaking Last due to my anxiety

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
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MEETING MINUTES
SESSION OF THE KUA BOARD MEMBER INTERVIEWS (SECOND ROUND)
CITY OF KISSIMMEE
CITY HALL, INTERNATIONAL CONFERENCE ROOM
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
MONDAY, JUNE 29, 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, City Attorney Kalanit Oded, Assistant City Clerk Lucia Gonzalez
Members Absent: Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

Mayor Espinosa called the meeting to order at 5:01 PM.

2. DISCUSSION ITEMS

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

Mayor Espinosa welcomed each applicant and provided a brief overview of the selection process. The commissioners introduced themselves and asked each candidate a series of prepared questions.

5:00 p.m. - Javin Lopez

Mr. Lopez's interview began at 5:03 p.m. He was asked a series of questions by the Commission regarding community involvement, strategic goals, and prior experience that would be beneficial to the board if he were selected to serve. He recounted a 2005 natural disaster experience and how seeing KUA on the front lines shaped his view of community support. He praised KUA's impactful outreach and events, and the way it reflects the community it serves. Mr. Lopez mentioned the KUA budget, noting that costs are decreasing while proceeds are growing, indicating strong leadership. He highlighted his and his family's outreach efforts, emphasizing they do not conflict with the City of Kissimmee, Osceola County, KUA, or other government entities.

5:15 p.m. - Jordan White

Mr. White's interview began at 5:11 p.m. He was asked a series of questions by the Commission regarding community involvement, strategic goals, and prior experience that would be beneficial to the board if he were selected to serve. Mr. White believes KUA's social media outreach benefits the community by informing them about events and initiatives. He has increased his community presence by participating in organizations, which he believes will benefit the board, as he aims to remain involved in front-facing initiatives. Mr. Lopez thinks KUA's current public engagement, like hosting movie nights, is a good direction and should continue. He emphasized his active community participation does not create conflicts of interest with the City of Kissimmee, Osceola County, KUA, or other government entities.

After a discussion, the Commission was unable to reach a consensus between the two candidates. City Manager Steigerwald reminded the Commission that the by laws of the KUA board allow members to serve an additional 3-year term in addition to the two five-year terms.

Commissioner Martinez made a motion to appoint Jordan White to the KUA Board. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion failed 3 – 2.

Consensus was reached that the current Chairman, Manuel "Manny" Ortega, was the most qualified to remain on the KUA Board.

After the vote, City Manager Steigerwald presented a walk-on item providing an update on a settlement case between the City and Deputy Chief Munoz. Negotiations with lawyers from both sides over the past six months are complete, and he seeks commission approval to draft a settlement agreement. Once finalized, the settlement agreement will be presented at a future meeting for a formal vote. Mayor Espinosa will abstain from voting.

Commissioner Martinez moved to proceed with drafting a settlement agreement with Mr. Munoz and his attorneys. Commissioner Alvarez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Ortiz, Commissioner Eady, Commissioner Martinez
NAY: None
ABSTAIN: Mayor Espinosa

Motion carried 4 – 0 – 1.

3. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 5:38 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

MEETING MINUTES
SESSION OF THE COMMISSION WORKSHOP (BUDGET DISCUSSION & COMMISSION TRAVEL POLICY)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
MONDAY, JUNE 29, 2026, AT 6:00 PM

1. MEETING CALLED TO ORDER

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

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

2. WORKSHOP BUSINESS

2.A Discussion on Proposed Budget

Staff is requesting direction from the City Commission on proposed budget updates.

The City Manager opened the workshop by providing an overview of proposed state legislation related to property tax reform and explained the need for the workshop to gather Commission feedback regarding its potential fiscal impacts on the City's General Fund. He reviewed the proposed constitutional amendment, including the phased increase to the homestead exemption and the long-term objective of eliminating property taxes. Discussion also included restrictions on the use of property tax revenues for public services, concerns regarding the City's ability to fund future police and fire staffing, and the potential impacts on employee recruitment, retention, and collective bargaining.

Finance Director Tavia Ritchie presented an overview of the City's current financial condition and economic status. Following the financial presentation, the City Manager reviewed a PowerPoint presentation (Exhibit “A”) outlining projected fiscal scenarios should the amendment pass or fail. The presentation addressed long-term financial planning, fiscal risks, service level considerations, and proactive measures already underway. Discussion also included personnel planning, including a Tier 1-4 position classification model (Exhibit “B”), vacant positions, and the potential elimination of unfilled and frozen positions.

City Manager Steigerwald then presented five topics for Commission consideration and direction: Community Investment and Partner-Delivered Programs; Parks, Recreation and Public Lands; Neighborhood and Community Engagement; Economic Development; and Policy and Institutional Spending. The workshop concluded with a discussion of potential budget-balancing strategies, including fire assessments, personnel reductions, millage rate adjustments, commercial annexation, and other fiscal options. Commissioners provided feedback throughout the discussion, including evaluating service levels, reducing and retaining certain community programs, limiting signature event fee waivers, reviewing contracts, and outsourcing select services.

2.B Discussion on Commission Travel Policy

Review and direction of the Commission Travel Policy.

City Manager Steigerwald reviewed the current travel policy. Commissioner Martinez referenced a recent funding request and suggested utilizing City staff to attend certain economic development trips when appropriate to reduce costs. Following discussion, the

Commission reached consensus to retain the existing policy while emphasizing the importance of fiscal responsibility, maintaining a balanced budget, and limiting travel.

3. GENERAL DISCUSSION

4. ADJOURNMENT

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

Motion carried 5-0.

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:49 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE
1883

Service Priorities & Fiscal Outlook

City of Kissimmee, Florida
City Commission Workshop · June 29, 2026

Growth Slowing. Spending Down.

"Widespread economic and political uncertainty appears to be impacting consumer-facing sectors in early 2026."

-OEP, Q1 2026 Market Update

Consumer spending turned negative to start 2026

The City's sales tax revenue moves with consumer spending, and spending is slowing. The region has seen back-to-back year-over-year declines in January and February 2026, the first since tariff expansion began mid-2025, putting downward pressure on projected collections.

Job growth has nearly stalled

The Orlando MSA added only 1,500 jobs in the 12 months ending February 2026, versus 9,000 jobs in the same period a year earlier and a pre-pandemic average of 43,000. The primary drags are employment services, construction, and retail.

Unemployment rising sharply

Regional unemployment reached 4.7% in February 2026, up from 3.5% a year ago, roughly 20,000 more residents unemployed than in February 2025. The ratio of unemployed workers to job openings has risen to 1.34, above the national average.

Florida Loses Its Growth Edge

Florida's growth advantage may disappear in 2026 due to weaker job creation, housing affordability headwinds, and slowing in-migration.

Local growth value is slowing too, with property tax increasing only 7% for 2026 compared to 11% in 2025.

City of Kissimmee, Florida

OBLIGATIONS

Costs That Don't Wait for Revenue

PERSONNEL

70%

of general fund budget is personnel-related

The City invests tens of thousands to hire and train a sworn officer or firefighter before they're productive.

Ongoing competition from surrounding governments, especially with professional-level and public safety positions.

PENSION

+$2M

higher Annually Required Contribution (ARC) compared to 2025 across all three plans.

If investment returns underperform the assumed rate, the unfunded liability grows and the actuarially required contribution goes up. That number is not optional and not negotiable.

HEALTHCARE

+8.9%

projected cost increase in 2026.

Rising healthcare costs are a national trend, with employer expenses projected to climb 6% industrywide (Mercer). Locally, the City's share is expected to reach $19,958 per employee for healthcare.

The City's role in funding employee healthcare is mainly fixed by its collective bargaining agreements.

Maintenance & Upkeep |
Deferring maintenance on fleet assets, buildings, and infrastructure is never a savings. It almost always is a cost shifted to a higher-priced future repair, emergency or liability.

DEBT

Our Credit Rating is a Public Asset

Our bonds are legal obligations – not policy choices
Debt service gets paid first, regardless of what else is happening in the budget. The City carries millions in outstanding debt backed by non-ad valorem revenues. These aren't optional commitments.

Credit ratings don't wait for a default to move
Rating agencies watch revenue stability and budget flexibility. A structural reduction in property tax revenue signals risk and increases borrowing costs.

Higher risk means higher cost, and residents pay the difference
When investors price in more uncertainty, borrowing costs rise on every future capital project; roads, facilities, equipment.

WHAT'S AT STAKE

AA+
current bond with a stable outlook from Fitch

$8.7M
legally required to pay each year in debt service

LEGISLATIVE THREAT

Florida's Most Significant Property Tax Reform in State History

Regular Session: January to March 13, 2026
House passed seven separate proposals, but none advanced in the Senate.

Special Session: June 1–3, 2026
Governor DeSantis called a special session. HJR 1F, "Save Our Homes from Excessive Property Taxes", passed. Placed on the November 3, 2026, ballot.

No Replacement Revenue: Deliberate
The Legislature ultimately rejected an option to provide a state backstop for lost revenue.

Lawsuit Challenging HJR 1F
Plaintiffs argue the ballot language is "unconstitutionally biased, misleading, and improper". Timing of the Court's decision could still result in an opportunity for the Legislature to provide a cure before the ballot language submission deadline.

STATEWIDE ANNUAL LOSS

$8.4B

legislative staff estimate upon full implementation

-$3.7M

Year 1 Est. City Impact

-$5.5M

Year 2 Est. City Impact

60% voter approval needed

November 3, 2026

What HJR 1F Would Do: Three Provisions

01

EXPAND HOMESTEAD EXEMPTION

$50,000 → **$150,000**
effective January 1, 2027

$150,000 → **$250,000**
effective January 1, 2028

New FL residents enter at $50k; step up after five years of continuous residency. Indexed to CPI going forward.

Legislature directed to develop schedule for full elimination of homestead taxes. Treat $250k as a stage, not an endpoint.

02

RESTRICTED USE OF PROPERTY REVENUE

Key permitted uses:

- Law enforcement, fire, & EMS
- Roads and bridges
- Natural resource projects, including flood control
- Eligible debt service
- Employee pension obligations

This is a constitutional restriction, and services outside these categories require alternative funding or a service-level decision.

HJR 1F did not establish a budget floor for any permitted use, leaving uses exposed to revenue reduction.

03

GROWTH LIMITS ON NON-HOMESTEADED PROPERTIES

Annual cap on non-homestead property assessment increases would go into effect January 1, 2027.

10% → **5%**

Compresses future taxable value growth on investment and commercial properties, leaving a long-lasting effect.

Homesteaded properties are already capped using *Save Our Homes* at 3%.

FIRE ASSESSMENT

The City's Existing Fire Assessment is Insulated from HJR 1F

Fire Assessment Recap
A fire assessment is levied based on the benefit each parcel receives from fire protection, not on assessed value. Legally distinct from an ad valorem property tax but is collected on the tax bill.

- ✓ Not subject to homestead exemption
- ✓ Not subject to *Save Our Homes* caps
- ✓ Not reduced by the HJR 1F expanded exemption

LEGALLY RESTRICTED USES

Revenue from the fire assessment is legally restricted to **fire services only.**

Cannot supplement parks, public works, police or other general fund operations.

Non-fire services in the General Fund remain fully exposed to HJR 1F revenue reduction.

Assessments for Law Enforcement are not legally permitted.

Two Layers of Fiscal Risk – Both Require Action

LAYER 1 – HAPPENING NOW

Regardless of the November election outcome, rising cost obligations such as personnel, benefits, debt service, and operational commitment are each contributing to the City's expenses and outpacing current revenues.

Without baseline stabilization, the City will enter FY2026-27 with a gap that compounds annually.

Action Required Before October 1, 2026
Decisions ahead of the new fiscal year must be made to adopt a balanced budget and meet the Commission's mandate of a 20% fund balance at the end of year five.

LAYER 2 – IF AMENDMENT PASSES

Without post-election adjustments to revenue, the combined shortfall would require the deepest service reductions the City has faced in modern history. Its impacts would be far reaching and greater than those experienced in the Great Recession.

59-88
positions are at risk if no action is taken. The resulting service reductions would be visible to the community and affect the services residents depend on most.

The purpose of planning now is to avoid arriving at the worst outcome for our community by default…

WHY REVENUE MATTERS

THE FUTURE OF KISSIMMEE

KISSIMMEE

2025 TARGETS FOR ACTION

TOP PRIORITY

THE HAVEN ON VINE
Federal Funding for Transitional Housing and RFP for Non-Profit Operator

YOUTH SERVICES/PROGRAMS
Assess Current Programs, Report with Findings, Enhancements, Direction, and Funding

DOWNTOWN HOTEL
Development Partnership, Direction and Development Agreement

CIVIC CENTER RENOVATION
Plan and Funding Mechanism (including TDT Funding)

BOND PACKAGE 2024 DIRECTION
Project List and Funding Direction (including Fire Stations and Lakeside Community Center)

LAKESIDE COMMUNITY CENTER
Design

HIGH PRIORITY

CITY COMMISSION RETIREMENT
Direction and Funding

LAKEFRONT BOAT & KAYAK RENTAL
Direction and Action

WEEKEND RAIL SERVICE
Advocacy and Operations

COMMUNITY EVENTS AND FESTIVALS ENHANCEMENT/EXPANSION
City Role, Partnerships/Sponsorships, Evaluation, Direction and Funding

EMPLOYEE CHILDCARE PROGRAM
Updated Report, Direction, City Partners & City Actions

DOWNTOWN GROCERY STORE
Outreach to Businesses, Report with Findings, Direction and City Actions

ROAD RESURFACING PROJECT
Completed (Neighborhood Streets and Columbia)

FIELDHOUSE AT LANCASTER PARK AND SPORTS TOURISM
Definition of Concept, Investigation Options, Report and Direction

CITY OF KISSIMMEE 2029 GOALS

- Stronger Economy with More Quality Jobs
- Best Services, Financially Sound City
- Effective Transportation System Growth
- Livable Community For All
- Vibrant Downtown & Beautiful Lakefront

KISSIMMEE

2026 TARGETS FOR ACTION

TOP PRIORITIES

- FUNDING FOR U.S. CUSTOMS AT KISSIMMEE GATEWAY AIRPORT
- REDEVELOPMENT OF WEST VINE STREET RETAIL PARCEL
- DIRECTION FOR DOWNTOWN HOTEL DEVELOPMENT
- FIRE FUNDING AND STAFFING 24/72 SCHEDULE
- SECURING TOURIST DEVELOPMENT TAX (TDT) REVENUE FROM OSCEOLA COUNTY

HIGH PRIORITIES

- DOWNTOWN SUPERMARKET & MIXED-USE DEVELOPMENT
- CODE ENFORCEMENT ENHANCED PERFORMANCE
- SUNRAIL SERVICE AND HOURS EXPANSION
- COLLABORATION STRATEGY WITH OSCEOLA COUNTY
- ARTS AND CULTURE IN DOWNTOWN EXPANSION

CITY OF KISSIMMEE 2030 GOALS

- Stronger Economy with More Quality Jobs
- Best Services, Financially Sound City
- Effective Transportation System Growth
- Livable Community For All
- Vibrant Downtown & Beautiful Lakefront

?

City of Kissimmee, Florida

SERVICE FRAMEWORK

A Framework for Every Service

Every City function is assigned to one of four tiers. The work performed determines the tier, not the department or the job class/title. Tier determines priority in any reduction sequence.

TIER 1
Legally Required

A law, contract, or the City Charter requires this function. A specific citation exists.

MOST PROTECTED

TIER 2
Essential City Service

Not legally required but removing it would cause core City operations to fail.

PROTECTED

TIER 3
Quality-of-Life Service

Valuable to the community, but the City could continue basic operations without it. Removal degrades service and community experience.

REVIEW SEQUENCE

TIER 4
Service Expansion

An enhancement or capacity above the operational minimum. Adds value beyond what core services require.

CONSIDERED FIRST

BEFORE THE WORKSHOP

Proactive Steps Already Underway

- Eliminated 14 new FY26 full-time and part-time positions. (*All positions were vacant as city management froze those impacted positions immediately on Oct. 1, 2025, in anticipation of potential revenue declines.*)
- Deferred all new position requests across all departments for the next five years. *(Excluding personnel required for Engine 5, scheduled for service beginning FY28.)*
- Implemented a full-hiring freeze in all departments except for sworn fire/police personnel or those deemed by city management to be mission critical.
- Implemented a modified fleet replacement model that focuses on the most critical needs.
- Suspended executing new contracts for goods and services if they do not support Tier 1 efforts.
- Suspended executing any new construction contracts.
- Suspended the construction of Mark E. Durbin Community Center *(due to unfundable personnel cost).*
- Suspended all employee out-of-state travel.
- Suspended non-CBA required tuition reimbursement programs.
- Notified all existing vendors of potential impacts in the event the amendment passes.

Your priorities. Your policy. The decisions made here determine what gets funded, what gets cut, and what Kissimmee looks like… tomorrow.

City of Kissimmee, Florida

Topic A

Community Investment & Partner-Delivered Programs

COMMISSION QUESTION

What direction would the Commission like to take on funding community programs, services, and special events?

Annual General Fund Allocation

$450K SS/QOL + $120K for Events

WHAT IS IN FOCUS

Social Services & Human Services
Homeless initiatives, senior programming, and similar partner-delivered human services funded through General Fund.

Quality-of-Life, Arts, Culture, and Civic Programming
Civic programming investments and the Community Benefit Fund, managed by the Parks & Recreation Advisory Board.

Signature Events
City co-sponsored or funded events flagged as "signature" due to attendance and popularity thresholds. City contributions in the form of fee waivers for *Signature Events* are more than $120K annually.

Recent legislation focusing on City's involvement in what the state considers "DEI" initiatives may prevent the City from providing any financial support, including in-kind, for some Signature Events.

Not in Focus: *CDBG and other federal/state dollars used by the City to provide much-needed support related to housing and life-improving services. Housing and support services provided at The Haven on Vine will continue due to its cost neutral funding model.*

Topic B

Parks, Recreation & Public Lands

COMMISSION QUESTION

What level of parks maintenance and recreation programming investment does the Commission want to provide?

Two distinct operational activities: different staffing, cost drivers, and community impacts. Each can be evaluated independently.

1. PROGRAMMING

- Structured recreation programs, classes, leagues, and camps
- Aquatics programming and facility operations
- Community center programming, event hosting, and activities in parks
- Youth and adult athletic programming

2. MAINTENANCE

- Grounds maintenance and landscaping at all parks and public locations
- Athletic field maintenance and preparation
- Facility upkeep, repairs, and capital maintenance
- Expanded use of maintenance contracts and outsourced grounds services

Topic C

Neighborhood & Community Engagement

COMMISSION QUESTION

How should the City balance investment in code compliance, communications, and specialty public safety initiative units and programs?

Covers the City's direct investment reaching code compliance, connecting residents to City resources, to each other, and to Civic participation.

WHAT IS IN FOCUS

Code Compliance & Enforcement
Proactive and reactive code enforcement, neighborhood standards compliance, and related community accountability programs.

Communications, Marketing, & Public Affairs
Resident outreach, media relations, public information, and the infrastructure connecting the community to City services and decisions across all departments.

Specialty Units within Fire & Police
Units providing non-core services beyond emergency response or secondary required services – including community liaison programs, outreach functions, and functions carried out by specialty units in which a reduction could continue through the department's primary providers.

Non-Profit Micro Support
Support received by non-profits that help fund their operations through fundraising activities typically in the form of ceremonies or galas.

Topic D

Economic Development

COMMISSION QUESTION

What level of commitment should the City have to economic development programs, small business development, and skill building?

This decision would not impact already agreed upon economic development incentives for ongoing projects with an agreement, MOU, etc. that establish the City's commitment.

WHAT IS IN FOCUS

Economic Development Incentives
$125K annually allocated to the Economic Development Incentive program to help fund programs such as the Aerospace Initiative, Medical Arts District, and Downtown Activation to help attract and make unique redevelopment more achievable for community investors.

Business Support and Business/Entrepreneur Development
National Entrepreneur Center, Prospera, SBDC, and UCF Incubator contributions totaled $210K in the current fiscal year.

Kissimmee Main Street
~$125K (70%) of the $175K agreement comes from the General Fund. The remainder is paid for by the Downtown Kissimmee CRA.

Topic E

Policy & Institutional Spending

COMMISSION QUESTION

What is the Commission's direction on organizational memberships, lobbying efforts, and Commission Travel?

Some policy spending gates access to funding investment. That distinction matters for any reduction analysis.

WHAT IS IN FOCUS

Organizational Memberships
National League of Cities, Florida League of Cities, and other professional and policy organizations.

State, Federal, and Local Lobbying Efforts
State and federal advocacy, Osceola Legislative Effort (OLE), and other types of related government relations representation.

Out-of-State Employee and Commission Travel
Events, conferences, and travel for all staff and elected officials.

> ***Not In Focus:*** *Memberships to* ***MetroPlan*** *and* ***Orlando Economic Partnership (OEP)*** *are required to receive associated transportation funding or economic leads. The reinvestment benefit was weighed against the membership cost, leading to these memberships not in focus for potential reductions.*

17

consecutive years without
a millage rate increase

POSITION

A Credential and a Constraint

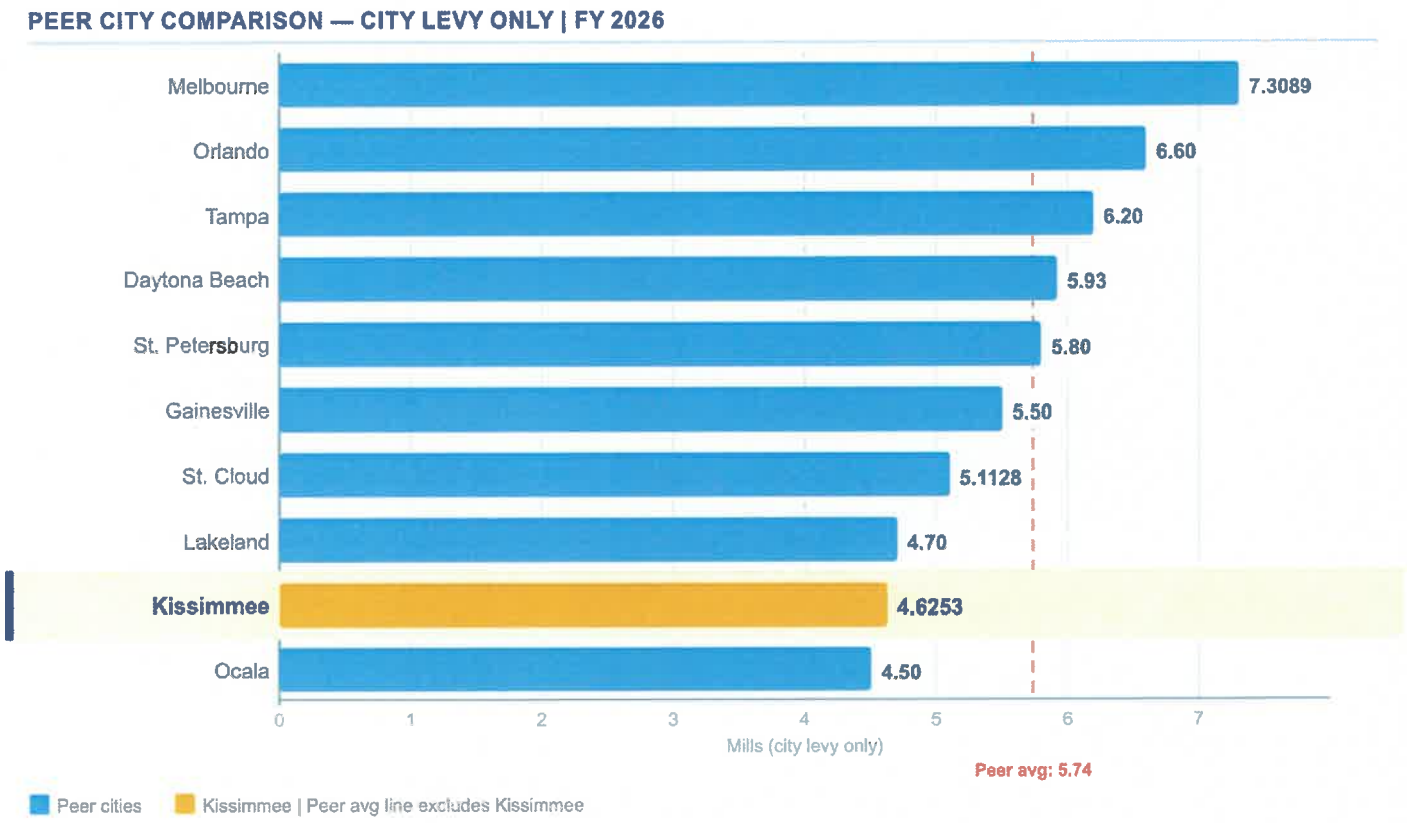
The discipline
Every dollar of budget growth over 17 years came from assessed value growth and internal efficiency, not rate increases. Property owners absorbed population growth and inflation without a higher rate.

The constraint
A city that has not raised its rate in 17 years has less flexibility to absorb a sudden revenue change compared to one that adjusts regularly. With that, the City will have to navigate revenue threats in the coming years with narrower capacity.

4.6253 mills · City's share: ~27% of combined 17.4114 mill burden on property owners

City of Kissimmee, Florida

Millage Rate Context



4.6253
millage rate for FY26

$31M
generated from property taxes in FY26

The City's millage rate is competitive by any regional benchmark. The more important question is not where it stands today, but if it's enough to support the City's commitment to the Community for a thriving place to call home.

Fire Assessment Context

City of Kissimmee

Single family home
$275k valuation

$257/year
Fire Assessment

McDonald's

$949/year
Fire Assessment

Walmart

$4,285/year
Fire Assessment

Osceola County

Single family home
$300k valuation

$635/year
Fire & EMS Fees

McDonald's

$3,595/year
Fire & EMS Fees

Walmart

$110,900/year
Fire & EMS Fees

$6.1M

Revenue generated from the City's fire assessment for FY26.

The City calculates fire assessments using an **improvement value methodology,** consisting of a base flat fee for each parcel and an additional assessment based on the property's improvement value (per $1,000 of assessed improvements).

Topic F

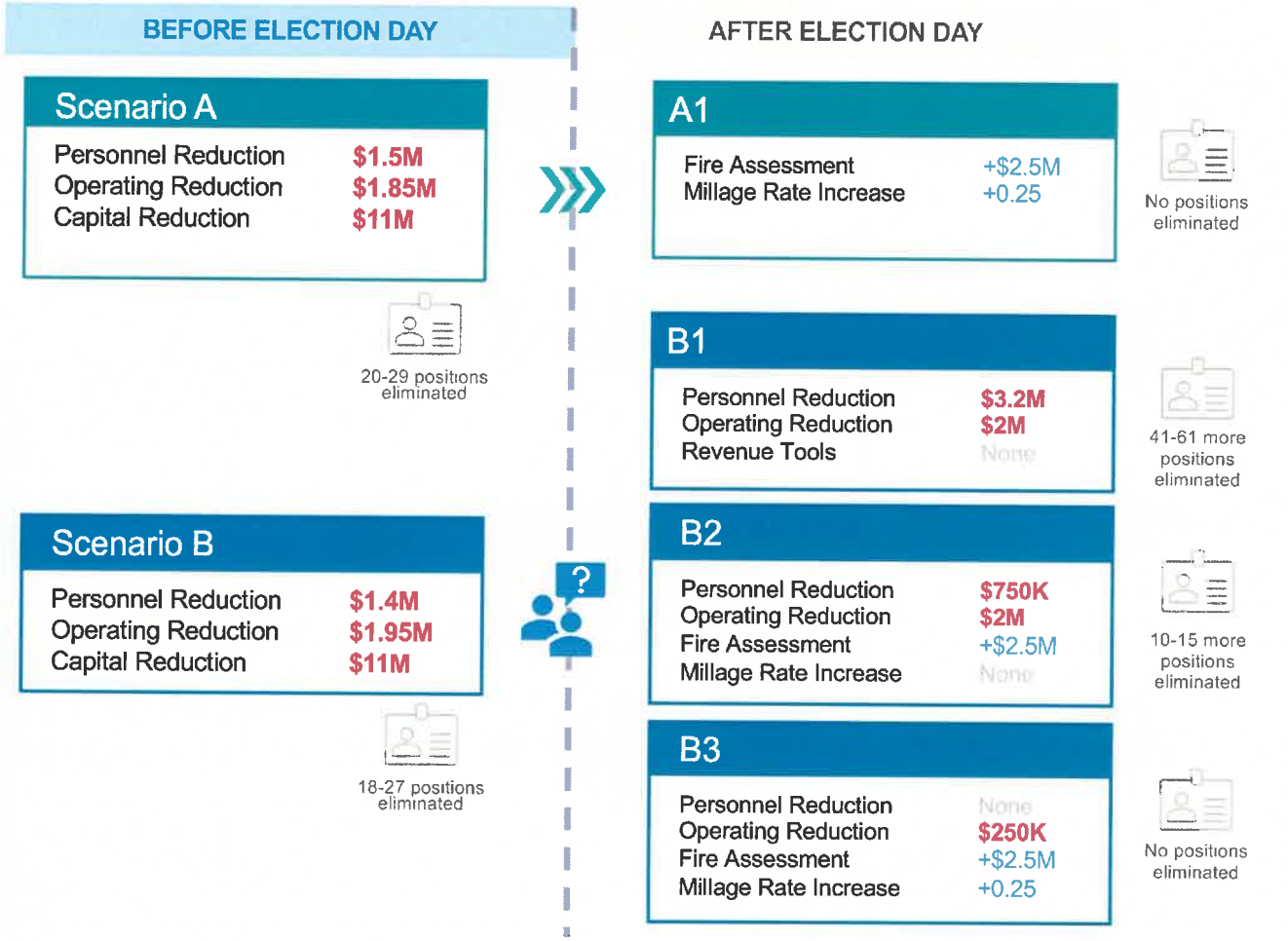
Balancing Scenarios and Timing Implications

Scenario A
Acting before FY2026-27 prevents natural expense growth from compounding.

After the election, expand revenue under A1 to be effective October 1, 2028.

Scenario B
Stabilize before FY2026-27, then wait for election results.

After the election, choose a balancing follow-up scenario of B1, B2, or B3 to be effective October 1, 2028.



Topic G

Future of Revenue

COMMISSION QUESTION

How does the Commission feel about the existing revenue levels generated from the current millage rate and fire assessment?

WHAT IS IN FOCUS

Fire Assessment and Millage Rate
These scenarios depict the impacts on various property types with increasing Fire Assessment collections by +$2.5M annually and adjusting the millage rate by +0.25 mills.



Social Services Funding for Fiscal Year 2025-26

Osceola Council on Aging	Meals on Wheels	$	40,000
Osceola Mental Health (Park Place)	Residence Level IV Adult Substance Abuse/Transitional Living	$	40,000
Aspire Health Partners	Bridge Housing for homeless women and children.	$	35,000
Help Now of Osceola, Inc.	Domestic Violence Shelter and Support	$	40,000
Hope Partnership, Inc.	Homeless Prevention and Diversion	$	25,000
Church and Community Assistance Program	Homeless Services, Prevention, and Intervention	$	15,000
Osceola Community Health Services	Mobile Medical Unit		LP045 Funding
Community Coordinate Care for Children (4C)	Head Start Program	$	10,000
The Opportunity Center (Osceola ARC)	Adult Day Training	$	15,000
City of Kissimmee	Leveraging access to regional funding for housing the chronically homeless.	$	50,208
Mark E. Durbin Scholarship	Education Foundation Endowment (Funding Commitment)	$	50,000
Early Learning Coalition	Literacy Program	$	9,792
Early Learning Coalition	Family Child Care Support	$	15,000
The Transition House, Inc.	Residential Support	$	15,000
Central Florida YMCA	Child Care Scholarships	$	10,000
Haven on Vine Construction		$	75,000
	Total:	**$**	**445,000**

Tier 1 Examples
Building Official, Building Inspectors
City Manager, City Attorney
Finance Director, Some Procurement Roles
National Pollutant Discharge Elimination System Related
Stormwater Inspectors

Tier 2 Examples
9-1-1 Operations
Facility Maintenance
Fire Operations
Fleet Maintenance
Organizational Leadership
Parks & Public Lands Maintenance
Primary Police Operations (Patrol, Investigations, Evidence/Forensics, etc.)
Some Portions of Streets Operations (PW)

Tier 3 Examples
Administrative Support Personnel
Communications and Marketing Efforts
Community Center Programs
Finance Support Services/Personnel
Park Rangers, Parking Enforcement, Red Light Camera Specialist
Some Specialty Police Unit
Special Event Personnel

Tier 4 Examples
Business Development & Redevelopment Assistance
Community Outreach or Service Navigator Services
Some Entry Level Administrative Support
Some Portions of Communications and Marketing

The above examples were listed in alphabetical order and the list is not inclusive of all service types and roles. The list represents only a sample for general reference.

ITEM 7.B
First Extension of Construction and Renovation Services Contracts

Request

Requesting approval of the first one-year extension of Construction and Renovation Services Contracts with the following firms: 8-KOI Construction (Contract # 20260250), Arnco Construction (Contract # 20230208), Associated Cost Engineers (Contract # 20260251), Balfour Beatty (Contract # 20230277), Cathcart Construction (Contract # 20230207), Grove Construction (Contract # 20230265), MVB & Associates, Inc. (Contract # 20230206), Sequel Developers, Inc. (Contract # 20230267) and Siwel, Inc. (Contract # 20230261).

Explanation

On June 7th, 2023, the City Commission approved the award of Construction and Renovation Services Contracts to qualified firms through a competitive selection process (RFQ). The initial contracts were for three (3) years, with two (2) optional one-year extensions. These contracts support various capital improvement and development projects on an as-needed basis through individual task work orders.

The current contracts are set to expire on June 06, 2026. Staff have reviewed the performance of nine of the ten firms and recommend exercising the first optional one-year extension. If approved, the new contract expiration date will be June 06, 2027.

Recommendation

Approve the first one-year extension of Construction and Renovation Services Contracts with 8-KOI Construction, Arnco Construction, Associated Cost Engineers, Balfour Beatty, Cathcart Construction, Grove Construction, MVB & Associates, Inc., Sequel Developers, Inc., and Siwel, Inc., with a revised expiration date of June 06, 2027.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Siwel Inc. First Extension Construction with Master Agreement
2. (S) Sequel FIRST EXTENTION CONSTRUCTION - Nunc with Master Agreement
3. (S) MVB Associates FIRST EXTENTION CONSTRUCTION - Nunc with Master Agreement
4. (S) Grove FIRST EXTENTION CONSTRUCTION - Nunc with Master Agreement
5. (S) Cathcart FIRST EXTENTION CONSTRUCTION - Nunc with Master Agreement
6. (S) Balfour First Extension Construction with Master Agreement - Nunc with Master Agreement
7. (S) Associated Cost FIRST EXTENTION CONSTRUCTION - Nunc with Master Agreement v2
8. (S) Arnco FIRST EXTENTION CONSTRUCTION - Nunc with Master Agreement
9. (S) 8KOI FIRST EXTENTION CONSTRUCTION - Nunc with Master Agreement

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND SIWEL, INC. FOR CONSTRUCTION AND RENOVATION SERVICES

THIS FIRST EXTENSION of the Agreement for Construction and Renovation Services for the City of Kissimmee is made this __day of ___, 2026, nunc pro tunc to June 7, 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 **Siwel, Inc.**, whose mailing address is 23334 Pesaro Circle, Ocoee, FL 34761, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR and the CITY are collectively referred to herein as the "Parties."

WHEREAS, the CITY advertised RFQ 2023-002 titled "Construction and Renovation Services" and received responses through a competitive procurement process in accordance with the City and State requirements; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Siwel, Inc. on June 7, 2023 (the "Original Agreement") for an initial term of three (3) years with the options to two (2) additional one (1) year periods; and

WHEREAS, the Original Agreement is currently set to expire on June 7, 2026, and the CITY determined that the CONTRACTOR'S services and performance have satisfactorily met the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the first one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. **ORIGINAL AGREEMENT**. Except as otherwise provided in this First Extension, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 7, 2023, incorporated herein by reference and attached hereto as Exhibit "A".
3. **TERM EXTENSION.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, thereby extending the term through June 7, 2027.
4. **EFFECTIVE DATE.** The effective date of this First Extension of the Agreement between CITY and Siwel, Inc. is June 7, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

SIWEL, INC.

By: _____

Print Name: Charles R. Lewis, III

Title: President / COO

Date: 05/21/26

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 21st day of May, 2026, by means of ☑ physical presence or ☐ online notarization by Charles R. Lewis, III, as President for Siwel, Inc., who is ☑ personally known to me or ☐ has produced N/A as identification.

Notary Seal:

Notary Public State of Florida
Gloria A Johnson-Bihms
My Commission HH 291222
Expires 8/4/2026

Notary Signature: _____

Print Name: Gloria Johnson-Bihms

My Commission Expires: 8/4/26

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

EXHIBIT "A"

ORIGINAL AGREEMENT

AGREEMENT between CITY OF KISSIMMEE

and

Siwel, Inc. for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Siwel, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. 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. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the· provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. 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 Kissimmee, 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.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, 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 requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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

19. **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 denied 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.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. WAIVER. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

25. 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
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Charles R. Lewis III, President
Siwel, Inc.
2334 Pesaro Circle
Ocoee, FL 34761
Phone: 407.900.7792
Email: clewis@siwelinc.com

26. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. ADMINISTRATIVE PROVISIONS. In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. CONFLICT OF INTEREST. The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. PUBLIC ENTITY CRIMES. As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. 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.

33. EQUAL OPPORTUNITY EMPLOYER. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the 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. The 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. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. PROJECT MANAGERS. The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Charles R. Lewis III, President
Siwel, Inc.
2334 Pesaro Circle
Ocoee, FL 34761
Phone: 407.900.7792
Email: clewis@siwelinc.com

36. 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, 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 the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The 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 the Contractor provide the City with products and/or services not under this Agreement, the 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.

(*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: Charles R. Lewis, III
Title: President / COO
Date: 05/05/23

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5th day of May, 2023, by means of ☑ physical presence or ☐ online notarization, by Charles R. Lewis III as President / COO for Siwel Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Gloria Johnson-Bihms
Print Name: Gloria Johnson Bihms
My Commission Expires: 8/4/26

Notary Public State of Florida
Gloria A Johnson-Bihms
My Commission HH 291222
Expires 8/4/2026

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023

KISSIMMEE Founded 1883 IN GOD WE TRUST

ATTEST: Linda S. Hansell
City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

    - Construction of sheds, small structures and covers
    - Minor Structural Repairs
    - Remodeling and/or, Renovations
    - Roofing Repairs or New Installations
    - Framing
    - Drywall Repair, Replacement or New Installation
    - Pouring or repair of Concrete Slabs, Pathways, or Structure
    - General Site Work
    - Landscaping
    - Painting
    - Stucco Work
    - Insulation
    - Finish Carpentry
    - Window and Door – New Installation or Repairs
    - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
    - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
    - Demolition
    - Repair or improvement of MSTU/BU subdivision perimeter walls
    - Repair or improvement of MSTU/BU subdivision entrance features
    - Repair or improvement of MSTU/BU community cabana buildings
    - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM ON THE FOLLOWING PAGE

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee ***Task Authorization***	**City Project Manage**r:
	Date: Number:
In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.	Contractor:
	Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: $

Recommended By: _____ Date: _____
Department Administrator or delegate

Reviewed By: _____ Date: _____
Requestor

_____

Contractor/Consultant Approved	**City Manager or Delegate Approval**
Name (print)	Name (print)
Signature:	Signature:
Date:	Date:

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND SEQUEL DEVELOPERS, INC. FOR CONSTRUCTION AND RENOVATION SERVICES

THIS FIRST EXTENSION of the Agreement for Construction and Renovation Services for the City of Kissimmee is made this ___day of _____, 2026, nunc pro tunc to June 7, 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 **Sequel Developers, Inc.**, whose mailing address is 1056 Willa Springs Dr, Winter Garden, FL 32708, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR and the CITY are collectively referred to herein as the "Parties."

WHEREAS, the CITY advertised RFQ 2023-002 titled "Construction and Renovation Services" and received responses through a competitive procurement process in accordance with the City and State requirements; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Sequel Developers, Inc. on June 7, 2023 (the "Original Agreement") for an initial term of three (3) years with the options to two (2) additional one (1) year periods; and

WHEREAS, the Original Agreement is currently set to expire on June 7, 2026, and the CITY determined that the CONTRACTOR'S services and performance have satisfactorily met the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the first one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. **ORIGINAL AGREEMENT**. Except as otherwise provided in this First Extension, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 7, 2023, incorporated herein by reference and attached hereto as Exhibit "A".
3. **TERM EXTENSION.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, thereby extending the term through June 7, 2027.
4. **EFFECTIVE DATE.** The effective date of this First Extension of the Agreement between CITY and Sequel Developers, Inc. is June 7, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

SEQUEL DEVELOPERS, INC.

By: Winston G. Brown

Print Name: Winston G. Brown

Title: President-Owner

Date: 05/22/2026

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 22 day of May, 2026, by means of ☑ physical presence or ☐ online notarization by Winston G. Brown, as President for Sequel Developers, Inc., who is ☑ personally known to me or ☐ has produced _____ as identification.

Notary Seal:

PATRICIA A. MERULLO
Commission # HH 335429
Expires March 26, 2027

Notary Signature: Patricia A. Merullo

Print Name: Patricia A. Merullo

My Commission Expires: 3/26/27

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

Sequel Developers, Inc. for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Sequel Developers, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. 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. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the· provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. 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 Kissimmee, 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.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, 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 requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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

19. **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 denied 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.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. WAIVER. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

25. 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
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Winston Brown, President
Sequel Developers, Inc.
1516 E. Colonial Drive, Suite 202
Orlando, FL 32803
Phone: 407.690.7125
Email: winston@sequeldevelopers.com

26. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. ADMINISTRATIVE PROVISIONS. In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. CONFLICT OF INTEREST. The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. PUBLIC ENTITY CRIMES. As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. 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.

33. EQUAL OPPORTUNITY EMPLOYER. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the 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. The 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. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. PROJECT MANAGERS. The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Winston Brown, President
Sequel Developers, Inc.
1516 E. Colonial Drive, Suite 202
Orlando, FL 32803
Phone: 407.690.7125
Email: winston@sequeldevelopers.com

36. 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, 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 the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The 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 the Contractor provide the City with products and/or services not under this Agreement, the 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.

(*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 Sequel Developers, Inc.
By: Winston G. Brown
Title: President
Date: 5/10/23

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of MAY _____, 2023, by means of ☑ physical presence or ☐ online notarization, by Winston G. Brown as President for Sequel Developers, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

PATRICIA A. MERULLO
Commission # HH 335429
Expires March 26, 2027

Notary: Patricia A. Merullo
Print Name: PATRICIA A. MERULLO
My Commission Expires: 3/26/2027

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023

ATTEST:
Linda S. Hansell
City Clerk

Approved as to form and legal sufficiency:
Olga Sanchez de Fuentes
City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

    - Construction of sheds, small structures and covers
    - Minor Structural Repairs
    - Remodeling and/or, Renovations
    - Roofing Repairs or New Installations
    - Framing
    - Drywall Repair, Replacement or New Installation
    - Pouring or repair of Concrete Slabs, Pathways, or Structure
    - General Site Work
    - Landscaping
    - Painting
    - Stucco Work
    - Insulation
    - Finish Carpentry
    - Window and Door – New Installation or Repairs
    - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
    - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
    - Demolition
    - Repair or improvement of MSTU/BU subdivision perimeter walls
    - Repair or improvement of MSTU/BU subdivision entrance features
    - Repair or improvement of MSTU/BU community cabana buildings
    - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity. .

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM ON THE FOLLOWING PAGE

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee ***Task Authorization***	**City Project Manage**r:
	Date: Number:
In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.	Contractor:
	Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: $

Recommended By: _____ Date: _____
Department Administrator or delegate

Reviewed By: _____ Date: _____
Requestor

_____

Contractor/Consultant Approved	**City Manager or Delegate Approval**
Name (print)	Name (print)
Signature:	Signature:
Date:	Date:

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND MVB & ASSOCIATES, INC. FOR CONSTRUCTION AND RENOVATION SERVICES

THIS FIRST EXTENSION of the Agreement for Construction and Renovation Services for the City of Kissimmee is made this ___day of _____, 2026, nunc pro tunc to June 7, 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 **MVB & Associates, Inc.**, whose mailing address is 6565 Hazeltine National Dr #12, Orlando, FL 32822, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR and the CITY are collectively referred to herein as the "Parties."

WHEREAS, the CITY advertised RFQ 2023-002 titled "Construction and Renovation Services" and received responses through a competitive procurement process in accordance with the City and State requirements; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and on June 7, 2023 (the "Original Agreement) for an initial term of three (3) years with the options MVB & Associates, Inc., to two (2) additional one (1) year periods; and

WHEREAS, the Original Agreement is currently set to expire on June 7, 2026; and the CITY determined that the CONTRACTOR'S services and performance have satisfactorily met the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the first one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. **ORIGINAL AGREEMENT**. Except as otherwise provided in this First Extension, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 7, 2023, incorporated herein by reference and attached hereto as Exhibit "A".
3. **TERM EXTENSION.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, thereby extending the term through June 7, 2027.
4. **EFFECTIVE DATE.** The effective date of this First Extension of the Agreement between CITY and MVB & Associates, Inc, is June 7, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

MVB & Associates, Inc

By: VP

Print Name: Christian Simeone

Title: Vice President

Date: 22-May-2026

STATE OF FLORIDA)

COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 22 day of May, 2026, by means of ☒ physical presence or ☐ online notarization by Christian Simeone, as Vice President for MVB & Associates, Inc, a Florida corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Seal:

KYLE H. SCHOLL
Notary Public
State of Florida
Comm# HH652431
Expires 3/31/2029

Notary Signature: _____

Print Name: Kyle Scholl

My Commission Expires: 03/31/2029

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

MVB & Associates, Inc. for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and MVB & Associates, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. 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. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the· provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. 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 Kissimmee, 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.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, 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 requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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

19. **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 denied 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.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. WAIVER. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

25. 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
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Christian Simeone, Vice President
MVB & Associates, Inc.
6565 Hazeltine National Dr
Suite 12
Orlando, FL 32822
Phone: 407.578.9595
Email: christian@mvbgc.com

26. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. ADMINISTRATIVE PROVISIONS. In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby

specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. CONFLICT OF INTEREST. The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. PUBLIC ENTITY CRIMES. As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. 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.

33. EQUAL OPPORTUNITY EMPLOYER. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities,

related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the 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. The 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. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. PROJECT MANAGERS. The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Christian Simeone, Vice President
MVB & Associates, Inc.
6565 Hazeltine National Dr
Suite 12
Orlando, FL 32822
Phone: 407.578.9595
Email: christian@mvbgc.com

36. 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, 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 the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor

agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The 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 the Contractor provide the City with products and/or services not under this Agreement, the 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.

(*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 VP
By: Christian Simeone - MVB & Associates.
Title: Vice President
Date: 5 May 2023

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5 day of May, 2023, by means of ☑ physical presence or ☐ online notarization. by (*name of person*) Christian Simeone as (type of authority) Vice President for MVB and Associates for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Kyle H. Scholl
Notary Public
State of Florida
Comm# HH112460
Expires 3/31/2025

Notary:
Print Name: Kyle H. Scholl
My Commission Expires: 3/31/2025

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023

ATTEST: Linda S. Hansell
City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

    - Construction of sheds, small structures and covers
    - Minor Structural Repairs
    - Remodeling and/or, Renovations
    - Roofing Repairs or New Installations
    - Framing
    - Drywall Repair, Replacement or New Installation
    - Pouring or repair of Concrete Slabs, Pathways, or Structure
    - General Site Work
    - Landscaping
    - Painting
    - Stucco Work
    - Insulation
    - Finish Carpentry
    - Window and Door – New Installation or Repairs
    - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
    - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
    - Demolition
    - Repair or improvement of MSTU/BU subdivision perimeter walls
    - Repair or improvement of MSTU/BU subdivision entrance features
    - Repair or improvement of MSTU/BU community cabana buildings
    - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM ON THE FOLLOWING PAGE

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee	**City Project Manage**r:
Task Authorization	Date: Number:
In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.	Contractor: Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: $

Recommended By: _____ Date: _____
Department Administrator or delegate

Reviewed By: _____ Date: _____
Requestor

_____

Contractor/Consultant Approved	**City Manager or Delegate Approval**
Name (print)	Name (print)
Signature:	Signature:
Date:	Date:

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND GROVE CONSTRUCTION FOR CONSTRUCTION AND RENOVATION SERVICES

THIS FIRST EXTENSION of the Agreement for Construction and Renovation Services for the City of Kissimmee is made this ___day of _____, 2026, nunc pro tunc to June 7, 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 **GROVE CONTRUCTION**, whose mailing address is 2340 Pleasant Hill Road, Kissimmee, FL, 34746, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR and the CITY are collectively referred to herein as the "Parties."

WHEREAS, the CITY advertised RFQ 2023-002 titled "Construction and Renovation Services" and received responses through a competitive procurement process in accordance with the City and State requirements; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Grove Construction on June 7, 2023 (the "Original Agreement) for an initial term of three (3) years with the options to two (2) additional one (1) year periods; and

WHEREAS, the Original Agreement is currently set to expire on June 7, 2026; and the CITY determined that the CONTRACTOR'S services and performance have satisfactorily met the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the first one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. **ORIGINAL AGREEMENT**. Except as otherwise provided in this First Extension, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 7, 2023, incorporated herein by reference and attached hereto as Exhibit "A".
3. **TERM EXTENSION.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, thereby extending the term through June 7, 2027.
4. **EFFECTIVE DATE.** The effective date of this First Extension of the Agreement between CITY and Grove Construction is June 7, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

Grove Construction

By: Karen Khan

Print Name: Karen Khan

Title: President

Date: 5/26/2026

STATE OF FLORIDA)

COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 26th day of May, 2026, by means of ☑ physical presence or ☐ online notarization by Karen Khan, as President for Grove Construction, a Florida corporation, who is ☑ personally known to me or ☐ has produced _____ as identification.

Notary Seal:

INDIRA NAUTH
MY COMMISSION # HH 529649
EXPIRES: July 31, 2028

Notary Signature: _____

Print Name: Indira Nauth

My Commission Expires: July 31, 2026

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

Grove Construction for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Grove Construction, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. 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. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. 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 Kissimmee, 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.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, 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 requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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

19. **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 denied 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.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. **SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. **WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

25. **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
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Karen Khan, President
Grove Construction
2340 Pleasant Hill Rd
Kissimmee, FL 34746
Phone: 407.334.7341
Email: grovedevcorp@aol.com

26. **MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. **HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. **ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. **CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. **PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. **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.

33. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. **AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the 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. The 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. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. PROJECT MANAGERS. The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Karen Khan, President
Grove Construction
2340 Pleasant Hill Rd
Kissimmee, FL 34746
Phone: 407.334.7341
Email: grovedevcorp@aol.com

36. 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, 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 the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The 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 the Contractor provide the City with products and/or services not under this Agreement, the 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.

(*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 Karen Khan
By: KAREN KHAN
Title: OWNER
Date: 05.09.2023

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 9th day of May, 2023, by means of ☐ physical presence or ☐ online notarization, by Karen Khan as Owner for (name Grove Construction Corporation a Florida corporation, who is personally known to me or has produced identification.

Notary: Indira Nauth
Print Name: Indira Nauth
My Commission Expires: July 31, 2024

INDIRA NAUTH
MY COMMISSION # GG 974833
EXPIRES: July 31, 2024
Bonded Thru Notary Public Underwriters

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023

KISSIMMEE Founded 1883 IN GOD WE TRUST

ATTEST: Linda S. Hansell
City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

    - Construction of sheds, small structures and covers
    - Minor Structural Repairs
    - Remodeling and/or, Renovations
    - Roofing Repairs or New Installations
    - Framing
    - Drywall Repair, Replacement or New Installation
    - Pouring or repair of Concrete Slabs, Pathways, or Structure
    - General Site Work
    - Landscaping
    - Painting
    - Stucco Work
    - Insulation
    - Finish Carpentry
    - Window and Door – New Installation or Repairs
    - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
    - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
    - Demolition
    - Repair or improvement of MSTU/BU subdivision perimeter walls
    - Repair or improvement of MSTU/BU subdivision entrance features
    - Repair or improvement of MSTU/BU community cabana buildings
    - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM
ON THE FOLLOWING PAG

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND CATHCART CONSTRUCTION FOR CONSTRUCTION AND RENOVATION SERVICES

THIS FIRST EXTENSION of the Agreement for Construction and Renovation Services for the City of Kissimmee is made this ___day of _____, 2026, nunc pro tunc to June 7, 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 **Cathcart Construction**, whose mailing address is 1056 Willa Springs Dr, Winter Garden, FL 32708, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR and the CITY are collectively referred to herein as the "Parties."

WHEREAS, the CITY advertised RFQ 2023-002 titled "Construction and Renovation Services" and received responses through a competitive procurement process in accordance with the City and State requirements; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Cathcart Construction on June 7, 2023 (the "Original Agreement") for an initial term of three (3) years with the options to two (2) additional one (1) year periods; and

WHEREAS, the Original Agreement is currently set to expire on June 7, 2026; and the CITY determined that the CONTRACTOR'S services and performance have satisfactorily met the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the first one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. **ORIGINAL AGREEMENT**. Except as otherwise provided in this First Extension, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 7, 2023, incorporated herein by reference and attached hereto as Exhibit "A".
3. **TERM EXTENSION.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, thereby extending the term through June 7, 2027.
4. **EFFECTIVE DATE.** The effective date of this First Extension of the Agreement between CITY and Cathcart Construction is June 7, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

CATHCART CONSTRUCTION

By: _____

Print Name: Matt T. Blanton, President

Title: Matt T. Blanton, President

Date: 6.2.26

STATE OF FLORIDA)

COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 2 day of June, 2026, by means of ☑ physical presence or ☐ online notarization by Matt T. Blanton, President, as _____ for Cathcart Construction, who is ☑ personally known to me or ☐ has produced _____ as 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

EXHIBIT "A"

ORIGINAL AGREEMENT

AGREEMENT between CITY OF KISSIMMEE

and

Cathcart Construction for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Cathcart Construction, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. 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. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. 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 Kissimmee, 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.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, 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 requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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

19. **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 denied 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.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. **SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. **WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

25. **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
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Matt Blanton, President
Cathcart Construction
1056 Willa Springs Dr
Winter Garden, FL 32708
Phone: 407.629.2900 ext 21
Email: mblanton@cathcartcontstructioncompany.com

26. **MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. **HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. **ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. **CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. **PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. **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.

33. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. **AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the 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. The 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. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. **PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Matt Blanton, President
Cathcart Construction
1056 Willa Springs Dr
Winter Garden, FL 32708
Phone: 407.629.2900 ext 21
Email: mblanton@cathcartconstructioncompany.com

36. 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, 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 the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The 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 the Contractor provide the City with products and/or services not under this Agreement, the 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.

(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 Calficart Construction Company-Florida LLC
By: _____
Title: Matt T. Blanton, President
Date: 5/5/23

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 5th day of May, 2023, by means of ☑ physical presence or ☐ online notarization, by (*name of person providing authority*) Matt T. Blanton, President for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Kaley Israels
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG348244
Expires 6/24/2023

Notary: _____
Print Name: Kaley Israels
My Commission Expires: 6/24/2023

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023

ATTEST:

City Clerk Linda S. Hansell

Approved as to form and legal sufficiency:

City Attorney Olga Sanchez de Fuentes

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

    - Construction of sheds, small structures and covers
    - Minor Structural Repairs
    - Remodeling and/or, Renovations
    - Roofing Repairs or New Installations
    - Framing
    - Drywall Repair, Replacement or New Installation
    - Pouring or repair of Concrete Slabs, Pathways, or Structure
    - General Site Work
    - Landscaping
    - Painting
    - Stucco Work
    - Insulation
    - Finish Carpentry
    - Window and Door – New Installation or Repairs
    - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
    - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
    - Demolition
    - Repair or improvement of MSTU/BU subdivision perimeter walls
    - Repair or improvement of MSTU/BU subdivision entrance features
    - Repair or improvement of MSTU/BU community cabana buildings
    - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM
ON THE FOLLOWING PAGE

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee ***Task Authorization***	**City Project Manage**r:
	Date: Number:
In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.	Contractor:
	Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: $

Recommended By: _____ Date: _____
Department Administrator or delegate

Reviewed By: _____ Date: _____
Requestor

Contractor/Consultant Approved	**City Manager or Delegate Approval**
Name (print)	Name (print)
Signature:	Signature:
Date:	Date:

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND BALFOUR BEATTY FOR CONSTRUCTION AND RENOVATION SERVICES

THIS FIRST EXTENSION of the Agreement for Construction and Renovation Services for the City of Kissimmee is made this ___day of _____, 2026, nunc pro tunc to June 7, 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 **BALFOUR BEATTY**, whose mailing address is 255 S Orange Ave Suit #1100 Orlando, FL 32801, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR and the CITY are collectively referred to herein as the "Parties."

WHEREAS, the CITY advertised RFQ 2023-002 titled "Construction and Renovation Services" and received responses through a competitive procurement process in accordance with the City and State requirements; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Balfour Beatty on June 7, 2023 (the "Original Agreement) for an initial term of three (3) years with the options to two (2) additional one (1) year periods; and

WHEREAS, the Original Agreement is currently set to expire on June 7, 2026; and the CITY determined that the CONTRACTOR'S services and performance have satisfactorily met the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the first one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. **ORIGINAL AGREEMENT**. Except as otherwise provided in this First Extension, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 7, 2023, incorporated herein by reference and attached hereto as Exhibit "A".
3. **TERM EXTENSION.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, thereby extending the term through June 7, 2027.
4. **EFFECTIVE DATE.** The effective date of this First Extension of the Agreement between CITY and Balfour Beatty is June 7, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

Balfour Beatty

By: _____

Print Name: Brian Prebenda

Title: Sr VP of Ops; Business Unit Leader

Date: 5/26/2026

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 26th day of May, 2026, by means of ☑ physical presence or ☐ online notarization by _____, as _____ for Balfour Beatty, a Florida corporation, who is ☑ personally known to me or ☐ has produced _____ as identification.

Notary Seal:

Notary Signature: _____

Print Name: Joseph Rivers

My Commission Expires: 1/27/30

JOSEPH RIVERS
MY COMMISSION #HH726523
EXPIRES: JAN 27, 2030
Bonded through 1st State Insurance

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

Balfour Beatty for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Balfour Beatty, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. 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. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. 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 Kissimmee, 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.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, 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 requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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

19. **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 denied 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.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. **SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. **WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

25. **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
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Henry Thacker, Director
Balfour Beatty
255 S. Orange Avenue
Orlando, FL 32801
Phone: 407.908.0307
Email: hthacker@balfourbeattyus.com

26. **MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. **HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. **ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. **CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. **PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. **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.

33. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. **AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the 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. The 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. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. PROJECT MANAGERS. The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Henry Thacker, Director
Balfour Beatty
255 S. Orange Avenue
Orlando, FL 32801
Phone: 407.908.0307
Email: hthacker@balfourbeattyus.com

36. 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, 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 the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The 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 the Contractor provide the City with products and/or services not under this Agreement, the 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.

(*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 John Harris
By: John Harris
Title: Executive VP / BUL
Date: 05/25/2023

BP JH

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of May, 2023, by means of ☑ physical presence or ☐ online notarization, by *(name of person)* as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal: NOTARY PUBLIC STATE OF FLORIDA
CLAUDE O. DAIGLER, JR.
Commission # HH 064504
Expires December 22, 2024
Bonded Thru Budget Notary Services

Notary: Claude O Daigler
Print Name: Claude O Daigler
My Commission Expires: 12-22-24

CITY OF KISSIMMEE

By: olga gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023

KISSIMMEE Founded 1883 IN GOD WE TRUST

ATTEST: Linda S. Hansell
City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

    - Construction of sheds, small structures and covers
    - Minor Structural Repairs
    - Remodeling and/or, Renovations
    - Roofing Repairs or New Installations
    - Framing
    - Drywall Repair, Replacement or New Installation
    - Pouring or repair of Concrete Slabs, Pathways, or Structure
    - General Site Work
    - Landscaping
    - Painting
    - Stucco Work
    - Insulation
    - Finish Carpentry
    - Window and Door – New Installation or Repairs
    - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
    - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
    - Demolition
    - Repair or improvement of MSTU/BU subdivision perimeter walls
    - Repair or improvement of MSTU/BU subdivision entrance features
    - Repair or improvement of MSTU/BU community cabana buildings
    - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM
ON THE FOLLOWING PAG

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND ASSOCIATED COST ENGINEERS FOR CONSTRUCTION AND RENOVATION SERVICES

THIS FIRST EXTENSION of the Agreement for Construction and Renovation Services for the City of Kissimmee is made this ___ day of _____, 2026, nunc pro tunc to June 7, 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 **Associated Cost Engineers**, whose mailing address is 801 N Pine Hills Rd, Orlando, FL 32808, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR and the CITY are collectively referred to herein as the "Parties."

WHEREAS, the CITY advertised RFQ 2023-002 titled "Construction and Renovation Services" and received responses through a competitive procurement process in accordance with the City and State requirements; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Associated Cost Engineers on June 7, 2023 (the "Original Agreement") for an initial term of three (3) years with the options to two (2) additional one (1) year periods; and

WHEREAS, the Original Agreement is currently set to expire on June 7, 2026; and the CITY determined that the CONTRACTOR'S services and performance have satisfactorily met the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the first one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. **ORIGINAL AGREEMENT**. Except as otherwise provided in this First Extension, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 7, 2023, incorporated herein by reference and attached hereto as Exhibit "A".
3. **TERM EXTENSION.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, thereby extending the term through June 7, 2027.
4. **EFFECTIVE DATE.** The effective date of this First Extension of the Agreement between CITY and Associated Cost Engineers is June 7, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

ASSOCIATED COST ENGINEERS

By: _____

Print Name: JAJA WADE

Title: PRESIDENT

Date: JUNE 2, 2026

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 2nd day of June, 2026, by means of ☒ physical presence or ☐ online notarization by JaJa Wade, as President for Associated Cost Engineers, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Seal:

Notary Signature: _____

Print Name: SHENICE SURRENCY

My Commission Expires: January 10, 2029

SHENICE SURRENCY
MY COMMISSION # HH 591629
EXPIRES: January 10, 2029

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

Associated Cost Engineers for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Associated Cost Engineers, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. 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. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the· provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. 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 Kissimmee, 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.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, 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 requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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

19. **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 denied 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.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. **SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. **WAIVER.** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

25. **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
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Jaja J. Wade, President
Associated Cost Engineers
801 N Pine Hills Rd
Orlando, FL 32808
Phone: 407.704.7803
Email: jwade@aceconstructionmanagement.com

26. **MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. **HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. **ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. **CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. **PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. **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.

33. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. **AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the 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. The 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. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. **PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Jaja J. Wade, President
Associated Cost Engineers
801 N Pine Hills Rd
Orlando, FL 32808
Phone: 407.704.7803
Email: jwade@aceconstructionmanagement.com

36. **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, 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 the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The 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 the Contractor provide the City with

products and/or services not under this Agreement, the 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.

(*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 Associated Cost Engineers, Inc. of Delaware
By: _____
Title: President
Date: May 8, 2023

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me this 8 day of MAY, 2023, by means of ☒ physical presence or ☐ online notarization, by (*name of person*) JAJA WADE (President) for (Associated Cost Engineers. Inc. of Delaware) , a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: Shenice Surrency
My Commission Expires: 10,2025

SHENICE SURRENCY
Notary Public - State of Florida
Commission # HH 059150
My Comm. Expires Jan 10, 2025
Bonded through National Notary Assn.

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023

ATTEST: Linda S. Hansell
City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

   - Construction of sheds, small structures and covers
   - Minor Structural Repairs
   - Remodeling and/or, Renovations
   - Roofing Repairs or New Installations
   - Framing
   - Drywall Repair, Replacement or New Installation
   - Pouring or repair of Concrete Slabs, Pathways, or Structure
   - General Site Work
   - Landscaping
   - Painting
   - Stucco Work
   - Insulation
   - Finish Carpentry
   - Window and Door – New Installation or Repairs
   - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
   - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
   - Demolition
   - Repair or improvement of MSTU/BU subdivision perimeter walls
   - Repair or improvement of MSTU/BU subdivision entrance features
   - Repair or improvement of MSTU/BU community cabana buildings
   - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM
ON THE FOLLOWING PAG

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND ARNCO CONSTRUCTION FOR CONSTRUCTION AND RENOVATION SERVICES

THIS FIRST EXTENSION of the Agreement for Construction and Renovation Services for the City of Kissimmee is made this __ day of _____, 2026, nunc pro tunc to June 7, 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 **ARNCO CONSTRUCTION**, whose mailing address is 1110 Pennsylvania Ave, St Cloud, FL 34769, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR and the CITY are collectively referred to herein as the "Parties."

WHEREAS, the CITY advertised RFQ 2023-002 titled "Construction and Renovation Services" and received responses through a competitive procurement process in accordance with the City and State requirements; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Arnco Construction on June 7, 2023 (the "Original Agreement) for an initial term of three (3) years with the options to two (2) additional one (1) year periods; and

WHEREAS, the Original Agreement is currently set to expire on June 7, 2026; and the CITY determined that the CONTRACTOR'S services and performance have satisfactorily met the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the first one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. **ORIGINAL AGREEMENT**. Except as otherwise provided in this First Extension, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 7, 2023, incorporated herein by reference and attached hereto as Exhibit "A".
3. **TERM EXTENSION.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, thereby extending the term through June 7, 2027.
4. **EFFECTIVE DATE.** The effective date of this First Extension of the Agreement between CITY and Arnco Construction is June 7, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

Arnco Construction

By: _____

Print Name: Benjamin M. Arnold

Title: Pres.

Date: 5-22-2026

STATE OF FLORIDA)

COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 22nd day of May, 2026, by means of ☒ physical presence or ☐ online notarization by Benjamin M Arnold, as President for Arnco Construction, a Florida corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Seal:

Notary Signature: _____

Print Name: _____

My Commission Expires: _____

DEATA M. MCCUBBIN
MY COMMISSION # HH 361939
EXPIRES: April 16, 2027

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

ARNCO for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and ARNCO, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. 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. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the· provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. 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 Kissimmee, 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.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, 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 requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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

19. **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 denied 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.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. WAIVER. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

25. 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
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Benjamin Arnold, President
ARNCO
1110 Pennsylvania Ave
St. Cloud, FL 34769
Phone: 407.892.0111
Email: ben@arncoconstruction.com

26. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. ADMINISTRATIVE PROVISIONS. In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. CONFLICT OF INTEREST. The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. PUBLIC ENTITY CRIMES. As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. 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.

33. EQUAL OPPORTUNITY EMPLOYER. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the 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. The 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. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. PROJECT MANAGERS. The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Benjamin Arnold, President
ARNCO
1110 Pennsylvania Ave
St. Cloud, FL 34769
Phone: 407.892.0111
Email: ben@arncoconstruction.com

36. 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, 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 the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The 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 the Contractor provide the City with

products and/or services not under this Agreement, the 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.

(*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 Anco Construction
By: _____
Title: President
Date: May 5, 2023

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 5th day of May, 2023, by means of ☑ physical presence or ☐ online notarization, by *name of person* (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal: NOTARY PUBLIC STATE OF FLORIDA
KIMBERLE COVER
Commission # HH 299175
Expires September 26, 2026

Notary: Kimberle Cover
Print Name: Kimberle Cover
My Commission Expires: 9/26/26

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023

KISSIMMEE Founded 1883 IN GOD WE TRUST

ATTEST: Linda S. Hansell
City Clerk

Approved as to form and legal sufficiency:
Olga Sánchez de Fuentes
City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

    - Construction of sheds, small structures and covers
    - Minor Structural Repairs
    - Remodeling and/or, Renovations
    - Roofing Repairs or New Installations
    - Framing
    - Drywall Repair, Replacement or New Installation
    - Pouring or repair of Concrete Slabs, Pathways, or Structure
    - General Site Work
    - Landscaping
    - Painting
    - Stucco Work
    - Insulation
    - Finish Carpentry
    - Window and Door – New Installation or Repairs
    - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
    - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
    - Demolition
    - Repair or improvement of MSTU/BU subdivision perimeter walls
    - Repair or improvement of MSTU/BU subdivision entrance features
    - Repair or improvement of MSTU/BU community cabana buildings
    - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity. .

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM ON THE FOLLOWING PAGE

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: Number:

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: $

Recommended By: _____ Date: _____
Department Administrator or delegate

Reviewed By: _____ Date: _____
Requestor

_____

Contractor/Consultant Approved	**City Manager or Delegate Approval**
Name (print)	Name (print)
Signature:	Signature:
Date:	Date:

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND 8-KOI CONSTRUCTION FOR CONSTRUCTION AND RENOVATION SERVICES

THIS FIRST EXTENSION of the Agreement for Construction and Renovation Services for the City of Kissimmee is made this ___ day of _____, 2026, nunc pro tunc to June 7, 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 **8-KOI Construction**, whose mailing address is 2725 Center Place, Melbourne, Florida 32940, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR and the CITY are collectively referred to herein as the "Parties."

WHEREAS, the CITY advertised RFQ 2023-002 titled "Construction and Renovation Services" and received responses through a competitive procurement process in accordance with the City and State requirements; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and 8-KOI Construction on June 7, 2023 (the "Original Agreement) for an initial term of three (3) years with the options to two (2) additional one (1) year periods; and

WHEREAS, the Original Agreement is currently set to expire on June 7, 2026; and the CITY determined that the CONTRACTOR'S services and performance have satisfactorily met the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the first one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. **ORIGINAL AGREEMENT**. Except as otherwise provided in this First Extension, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 7, 2023, incorporated herein by reference and attached hereto as Exhibit "A".
3. **TERM EXTENSION.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, thereby extending the term through June 7, 2027.
4. **EFFECTIVE DATE.** The effective date of this First Extension of the Agreement between CITY and 8-KOI Construction is June 7, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

8-KOI Construction

By: _____

Print Name: Inga I. Young

Title: President

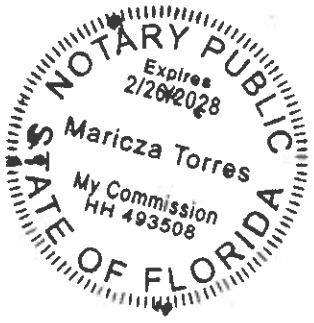
Date: 5/21/26

STATE OF FLORIDA)

COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 21st day of May, 2026, by means of ☒ physical presence or ☐ online notarization by Inga I. Young, as President for 8-KOI Construction, a Florida corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Seal:



Notary Signature: _____

Print Name: Maricza Torres

My Commission Expires: 02/26/2028

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

8-KOI for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and 8-KOI, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. 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. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the· provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. 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 Kissimmee, 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.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, 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 requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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

19. **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 denied 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.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. WAIVER. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

25. 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
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Inga Young, President/CEO
8-KOI
2725 Center Place
Melbourne, FL 32940
Phone: 321.802.6768
Email: iyoung@8-koi.com

26. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. ADMINISTRATIVE PROVISIONS. In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. **CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. **PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. **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.

33. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. **AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the 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. The 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. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. PROJECT MANAGERS. The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Inga Young, President/CEO
8-KOI
2725 Center Place
Melbourne, FL 32940
Phone: 321.802.6768
Email: iyoung@8-koi.com

36. 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, 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 the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The 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 the Contractor provide the City with

products and/or services not under this Agreement, the 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.

(*SIGNATURE PAGE TO FOLLOW*)

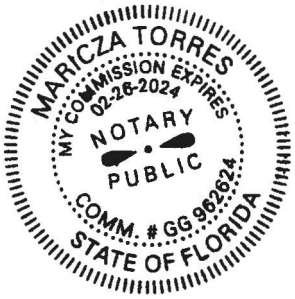
IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR
By: Inga I Young
Title: President
Date: 05/08/2023

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8th day of May, 2023, by means of ☑ physical presence or ☐ online notarization, by Inga I. Young as President for 8-koi, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary:
Print Name: Maricza Torres
My Commission Expires: 02/26/2024

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023



ATTEST:

City Clerk Linda S. Hansell

Approved as to form and legal sufficiency:

City Attorney Olga Sanchez de Fuentes

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

    - Construction of sheds, small structures and covers
    - Minor Structural Repairs
    - Remodeling and/or, Renovations
    - Roofing Repairs or New Installations
    - Framing
    - Drywall Repair, Replacement or New Installation
    - Pouring or repair of Concrete Slabs, Pathways, or Structure
    - General Site Work
    - Landscaping
    - Painting
    - Stucco Work
    - Insulation
    - Finish Carpentry
    - Window and Door – New Installation or Repairs
    - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
    - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
    - Demolition
    - Repair or improvement of MSTU/BU subdivision perimeter walls
    - Repair or improvement of MSTU/BU subdivision entrance features
    - Repair or improvement of MSTU/BU community cabana buildings
    - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM ON THE FOLLOWING PAGE

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee ***Task Authorization***	**City Project Manage**r:
	Date: Number:
In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.	Contractor:
	Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: $

Recommended By: _____ Date: _____
Department Administrator or delegate

Reviewed By: _____ Date: _____
Requestor

_____

Contractor/Consultant Approved	**City Manager or Delegate Approval**
Name (print)	Name (print)
Signature:	Signature:
Date:	Date:

ITEM 7.C
Continuing Services Contract for Michael Baker International

Request

Requesting approval of a continuing services contract with Michael Baker International (#20260208) to provide general planning services.

Explanation

This request seeks approval of a continuing services contract for Michael Baker International (#20260208). Through the Request for Qualifications (RFQ) process, the City received twenty-one proposals for review. A selection committee ranked each firm based on its proposal and selected four firms. The other three firms were approved at the June 16, 2026 City Commission meeting.

Execution of this contract will allow the company to perform general planning services, transportation services, mapping, marketing and public involvement for projects, and market analysis without the City needing to go through the Request for Qualifications (RFQ)/Request for Proposal (RFP) process. For a full listing of allowable services, please see the Scope of Services (Exhibit A) in the included contract. The contract will expire after five years.

For future tasks, the consultants will present a Scope of Work and project cost that will obtain separate approval.

Recommendation

Approval of the Continuing Services Contract with Michael Baker International.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) Michael Baker (#20260208)

AGREEMENT FOR CONTINUING PROFESSIONAL PLANNING CONSULTING SERVICES

THIS AGREEMENT made and entered into this 7th day of July, 2026 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter City) and Michael Baker International, INC, at 200 West Robinson Street, Suite 250, Orlando, Florida 32801 (hereinafter Consultant) and each represents as follows:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to support the City with on-going general planning services, market analysis services, transportation planning services, geographic Information Systems (GIS) mapping/ support and redevelopment activities necessary to guide the City transportation network, and other related tasks as may be assigned by the City; and

WHEREAS, CITY has requested and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this AGREEMENT.

WHEREAS, CITY advertised RFQ2026-006 Continuing Services for Professional Planning Consulting wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, Based on the competitive selection process the CITY has determined that Michael Baker International, 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 covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

Article 1. Consultant's Services.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit A. CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto.

1.2 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Scope of Services. The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

1.3 Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

1.4 Conduct meetings with staff, the public, the City Commission and appointed boards as necessary to share information and present findings or recommendations.

1.5 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.

1.6 Produce written reports and provide all work products 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.

1.7 Perform additional services relating to the implementation of the Comprehensive Plan, Community Redevelopment Agencies and Multimodal Transportation District as may be requested by the CITY OF KISSIMMEE.

Article 2. Term.

CONSULTANT shall complete assigned tasks as may be needed from time to time by the CITY within the next five (5) years.

Article 3. City's Responsibilities.

3.1 The CITY shall designate an employee authorized to act on the CITY'S behalf as the CONSULTANT'S contact, hereinafter "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to 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, defect, or failure to meet the standard of care in the services performed or in the work products delivered by the CONSULTANT.

3.5 The CITY shall give prompt written notice to the CONSULTANT if the CITY determines to amend or add Engineering and Planning Services, which are to be completed by the CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of modifications. If the CITY and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY'S and CONSULTANT'S designated representatives.

Article 4. Ownership and Use Documents.

4.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for their production has been made to the CONSULTANT in accordance with the terms of this agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

4.3 Any reuse of CONSULTANT'S work product without written verification or adaptation by CONSULTANT will be at the CITY's own risk and without liability or legal exposure to CONSULTANT. The CITY shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting therefrom.

Article 5. Termination.

5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this contract for good cause shown before the termination date hereof. Following termination CONSULTANT may recover from the CITY payment for all work completed in accordance with the standard of care and the terms of this Agreement which may be due and owing at the time of such termination.

5.2 If the CITY terminates this contract due to a material default by CONSULTANT pursuant to the notice and cure procedure set forth in Section 5.4, or its failure to carry out the work in accordance with the standard of care and the terms of this Agreement, the CITY shall not be responsible for payment to CONSULTANT for any work directly attributable to or arising from the material default, or for work not completed in accordance with the standard of care and the terms of this Agreement. Notwithstanding the foregoing, the CITY shall remain obligated to pay CONSULTANT for all work properly performed and completed in accordance with the standard of care and the terms of this Agreement prior to and not attributable to the material default.

5.3 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 completed in accordance with the standard of care and the terms of this Agreement, including reimbursable expenses, which shall be due and owing at the time of the termination date.

5.4 Prior to termination by material default, CITY shall issue a written notice to CONSULTANT notifying of any material 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.

5.5 TERMINATION WITHOUT CAUSE: Either the CITY or the CONSULTANT may terminate this agreement for convenience with sixty (60) days prior notice. Consultant may recover from the CITY for all work completed in accordance with the standard of care and the terms of this Agreement, including reimbursable expenses, which shall be due and owing at the time of the termination date.

Article 6. Miscellaneous Provisions.

6.1 Venue. The CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement 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 jury for any action arising out of this Agreement and to waive any right to recovery of attorney fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing 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 the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

6.5 Conflict of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Permits and Licenses. Where CONSULTANT is required to 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, as required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation

arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnity. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY, its officials, employees, and agents from and against any and all third-party claims, direct damages, direct losses, and expenses, including reasonable attorneys' fees, but only to the extent arising out of or resulting from CONSULTANT's negligence or willful misconduct of this Agreement in the performance of services. CONSULTANT agrees to be responsible only for third-party claims directly arising from CONSULTANT's own negligence or willful misconduct of this Agreement, consistent with the standard of care of this Agreement. CONSULTANT shall be responsible for work performed in connection with this Agreement only to the extent such work fails to meet the standard of care, and only to the extent of CONSULTANT's proportional share of fault. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities.

6.11 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.

6.12 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

6.13 Public Records. CONSULTANT, specifically acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the CONSULTANT shall keep and maintain public records required by the City and to comply with §119.0701, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by

the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, provided that such transfer obligation shall not be construed to divest CONSULTANT of any intellectual property rights or reserved rights retained under Article 4, and shall apply only to public records for which applicable fees have been paid in accordance with this Agreement. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT'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.

6.14 E-VERIFY**.** In accordance with, §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 Contract and shall expressly require any sub-contractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract. If C CONSULTANT enters into a contract with a sub-contractor performing work or providing services on its behalf, CONSULTANT shall also require the sub-contractor to provide an affidavit stating that the sub-contractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

CONSULTANT shall, upon request, provide evidence of compliance with this provision to CITY. Failure to comply with this provision is a material breach of the Agreement, and CITY may choose to terminate the Agreement at any time at its sole discretion.

CONSULTANT, by virtue of acceptance of this Agreement certifies that:

a. CONSULTANT and its Sub-constractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
b. CONSULTANT and its Sub-constractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
c. CONSULTANT will not enter into a contract with any Sub-contractor unless each party to the contract registers with and uses the E-Verify system.
d. Sub-constractor will provide CONSULTANT with an affidavit stating that Sub-CONSULTANT does not employ, contract with, or subcontract with unauthorized alien.
e. CONSULTANT must maintain a copy of such affidavit.
f. CITY may terminate this Contract on the good faith belief that CONSULTANT or its Sub-contractors knowingly violated Florida Statutes §§ 448.09(1) or 448.095(2)(c).
g. If this Contract is terminated pursuant to Florida Statute §448.095(2)(c), CONSULTANT may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

6.15 Scrutinized Vendor List. By acceptance of this Agreement, CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If CITY determines, using credible information available to the public, that CONSULTANT has submitted a false certification, CITY shall provide CONSULTANT with written notice of its determination. CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONSULTANT does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONSULTANT. If a civil action is brought and the court determines that CONSULTANT has submitted a false certification, CONSULTANT shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONSULTANT will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date CITY determined that CONSULTANT submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

6.16 Antitrust Violator List**.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a

public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

6.17 Human Trafficking. CONSULTANT shall provide CITY with an affidavit signed by an officer or representative of CONSULTANT attesting, under penalty of perjury, that CONSULTANT does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

Article 7. Payments and Basis of Compensation

7.1 CITY shall pay CONSULTANT for planning services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit “B”. Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time. Exhibit “B” may be modified no later than January 15th of each calendar year this contract is in force. The modified rate schedule shall be provided to the CITY’s designate.

7.2 Payments on account of the CONSULTANT'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred.

7.3 Payments are due and payable within fifteen (15) days from the date the CONSULTANT'S invoice is approved for payment by the CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from approval of the respective invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5 Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and consultants as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, and rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to the CITY or the CITY'S authorized 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**
Development Services Department	Michael Baker International, Inc.
Attn: Craig Holland, AICP Director	Attn: Kyle Harper, PE Vice President/Office Executive
City of Kissimmee Development Services Dept.	200 West Robinson Street
101 Church Street	Suite 250
Kissimmee, Florida 34741	Orlando, Florida 32801

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, damages to property, and claims arising out of errors, omissions, or negligent acts in the performance of professional services, which may arise from or in connection with the performance of professional services under this

Agreement by the CONSULTANT, its agents, representatives, and employees. The cost of such insurance shall be borne by the CONSULTANT. CONSULTANT shall separately require each subconsultant to procure and maintain its own insurance coverage at its own cost. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate for bodily injury, personal injury and property damage.

B. Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY. There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

9.5 The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFP number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's designate by January 15th of each year the contract is in force.

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 The CONSULTANT agrees to hold harmless and indemnify the CITY from and against third-party claims and direct damages arising out of the CONSULTANT'S negligent performance of the Work, but only to the extent of CONSULTANT's proportional share of fault. **It** is specifically understood and agreed that in no case shall the CONSULTANT be required to pay an amount disproportional to its culpability or any share of any amount levied to recognize more than actual economic damage.

9.8 Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

9.9 The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY OF KISSIMMEE evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

Article 10. Waiver of Consequential Damages, Limitation of Liability and Force Majeure

10. 1 WAIVER OF CONSEQUENTIAL DAMAGES. To the fullest extent permitted by law, the Parties expressly agree that neither Party shall be liable to the other for any special, incidental, indirect, exemplary, or consequential loss, damage, expense, or cost (including, without limitation, loss of use, revenue, income, profit, financing, business, and/or reputation) arising out of or relating in any way to the Agreement, Services, or Project.

10.2 Limitation of Liability. To the fullest extent permitted by law, the Parties expressly agree that Consultant’s total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense, or cost of whatsoever kind or nature arising out of or relating in any way to the Services, Agreement, or Project shall not exceed the net sum actually paid to Consultant under this Agreement.

10.3 Pursuant to Section 558.0035 of the Florida Statutes, an individual principal, employee, or agent of a design professional may not be held individually liable. CITY therefore expressly agrees that, provided CONSULTANT complies with all requirements of Fla. Stat. Sec. 558.0035, CONSULTANT's principals, employees, and agents shall have no personal liability to CITY respecting a claim, whether in contract, tort, and/or any other cause of action. Accordingly, CITY expressly agrees that it will bring no proceedings and take no action in any court of law against any of CONSULTANT's principals, employees, or agents in their personal

capacity. The foregoing limitation shall apply only if any damages are solely economic in nature that the damages do not extend to personal injuries or property not subject to this AGREEMENT.

10.4 Force Majeure. In no event shall either Party have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

_____
Mayor- Commissioner
Date: _____

Attest:

_____
City Clerk

Approved as to form & legality

_____
City Attorney

CONSULTANT:

Kyle Harper
_____
Signature

Kyle Harper
_____
Printed Name

Title: Vice President

Date: 06/25/2026

STATE OF PENNSYLVANIA
COUNTY OF BEAVER

The foregoing instrument was acknowledged before me on this 25th day of June, 2026, by Kyle Harper, they are personally known to me, or has produced their driver's license, or their Drivers License as identification, and ✔did/did not take an oath.

Jenna M. Skopinski
_____
_ Notary Public, State of Pennsylvania

Seal

Commonwealth of Pennsylvania - Notary Seal
Jenna M Skopinski, Notary Public
Beaver County
My commission expires January 31, 2027
Commission Number 1260482

Notarized remotely online using communication technology via Proof.

EXHIBIT "A"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES
SCOPE OF SERVICES

The following potential work tasks may be assigned under this "continuing contract" as defined by Section 287.055(2)(g) Florida Statutes.

I. General Planning Services may be included but not limited to:
   a. Comprehensive Plan update / amendments;
   b. Land Use Planning Studies;
   c. Redevelopment / infill Plans;
   d. Activity center / corridor planning;
   e. Scenario planning and build out analysis;
   f. Demographic studies;
   g. Development of Regional Impact / Notice of Proposed Change (NOPC) / Substantial deviation;
   h. Strategic Planning and Evaluation;
   i. Historic Preservation planning;
   j. Land Development Code updates; and/or
   k. Other general planning consulting services as directed

II. Market Analysis may include but is not limited to:
   a. Barrier analysis to redevelopment and infill;
   b. Areas market study and analysis;
   c. Economic development;
   d. Demographics / socio-economic analysis;
   e. Economic assessment; and/or
   f. Viability for specific development types.

III. Transportation Planning Services may be included but not limited to:
   a. Performing and or reviewing individual traffic analysis for private development;
   b. Providing transportation modeling in conjunction with mobility fee development, alternative analysis and long range planning;
   c. Providing annual traffic counts and other counts for special studies
   d. Roadway conceptual analysis;
   e. Developing plans for bicycle, pedestrian and transit in support of the Transportation Element; and/or
   f. Performing periodic reports on Multimodal Transportation District and Vine Street.

IV. Geographic Information Systems (GIS) Mapping and Support.

V. Graphics / Renderings
   a. Landscape renderings;
   b. Photo montages;
   c. Concept plans; and/ or
   d. Branding and publications.

VI. Public Involvement / Consensus Building

EXHIBIT "B"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES
HOURLY RATES

Compensation for services and reimbursable expenses shall be negotiated as a fixed fee or direct cost as agreed by CITY and CONSULTANT or an hourly rate further defined as follows:

Firm/Classification Hourly Billing Rate

RATE SCHEDULE Our proposed hourly rates are competitive within the Florida market and reflect the level of expertise required for complex planning assignments while remaining cost-effective for a multi-year continuing services contract. Consistent with the RFQ's requirements, our rates are based on clearly defined labor classifications, support transparent budgeting, and allow the City to efficiently

CONSULTANT	STAFF ROLE	HOURLY RATE
MICHAEL BAKER	Principal	$391.25
	Project Manager	$216.45
	Chief Planner	$287.97
	Senior Planner	$246.72
	Planner	$153.77
	Chief Engineer	$307.62
	Senior Engineer	$236.34
	Project Engineer	$167.68
	Engineer Intern	$115.74
	Architect	$230.94
	GIS Specialist	$169.80
	GIS Associate	$112.38
	Administrative Assistant	$115.71
JOHNSTON'S SURVEYING, LLC (JSL)	Principal Surveyor (PSM)	$180.00
	CADD Surveyor (PSM)	$150.00
	CADD Surveyor	$130.00
	Field Crew (3-man)	$200.00
	Field Crew (2-man)	$160.00
	Field Crew (1-man with truck)	$130.00
	Field Crew (1-man – GPS)	$110.00
	Secretarial Services	$60.00
ARCHAEOLOGICAL CONSULTANTS, INC.(ACI)	Archaeologist	$90.41
	Chief Archaeologist	$138.28
	Chief Scientist	$212.08
	GIS Specialist	$117.02
	Scientist	$107.82
	Secretary/Clerical	$110.93
	Senior Archaeologist	$110.80
	Senior Scientist	$177.94

CONSULTANT	STAFF ROLE	HOURLY RATE
QUEST	Public Information	$118.00
ALL TRAFFIC DATA (ATD)	Senior Project Manager	$228.55
	Project Manager	$106.39
	Technician	$69.01
	Administrative	$84.77
JBPRO	Principal Planner	$225.00
	Senior Planner	$170.00
	Planner	$130.00
GEOTECHNICAL AND ENVIRONMENTAL CONSULTATIONS, INC. (GEC)	Chief Engineer	$300.00
	Senior Engineer	$270.00
	Project Engineer	$170.00
	Engineer Intern	$135.00
	Senior Engineering Technician	$145.00
	Chief Scientist	$260.00
	Senior Scientist	$205.00
	Project Scientist	$160.00
	CADD/GIS Specialist	$150.00
	Secretary	$90.00

authorize tasks of varying size and complexity. Additionally, our rate structure provides the flexibility needed for on-call planning support, ensuring that the City receives high-quality professional services, predictable cost control, and exceptional value throughout the duration of the contract. **Please see our team's rates below.**

Our team will work closely with City staff to **anticipate needs, align deliverables with Commission schedules**, and **maintain clear, timely communication** throughout each task authorization. We have carefully procured this team to ensure that our collective experience (spanning planning, transportation, GIS, market analysis, graphics, and public engagement) **matches the level of quality and excellence the City of Kissimmee has come to expect**.

EXHIBIT "C"
DOCUMENTATION EVIDENCING SATISFACTION OF ARTICLE 9
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Pittsburgh PA Office
EQT Plaza ~ Suite 2700
625 Liberty Avenue
Pittsburgh PA 15222-3110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	Allied World Surplus Lines Insurance Co	24319
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Michael Baker International, Inc.
200 East Robinson Street
Suite 250
Orlando FL 32801 USA

COVERAGES **CERTIFICATE NUMBER:** 570119587769 **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.

Limits shown are as requested

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:			GLO419728104	08/30/2025	08/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $2,000,000 $2,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP 4197284-04	08/30/2025	08/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $1,000,000 $1,000,000 $1,000,000
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC419728204 AOS	08/30/2025	08/30/2026	X PER STATUTE / OTH-ER	
A				WC419728504 WI	08/30/2025	08/30/2026	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2025	08/30/2026	Per Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: MB Project Name: City of Kissimmee Planning CSC, MB Project #: Proposal number 212058. City of Kissimmee , The Agency, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of Kissimmee
101 Church Street
Kissimmee FL 34741 USA

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

Aon Risk Services Central, Inc.

Holder Identifier : 212058

Certificate No : 570119587769

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EXHIBIT "D"

HUMAN TRAFFICKING AFFIDAVIT

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Michael Baker International does not use coercion for labor or services as defined in Section 787.06, F.S.

Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Kyle Harper, PE

Title of Contractor's Authorized Representative: Vice President

Signature of Contractor's Authorized Representative:

Date: 6/17/26

ITEM 7.D
Mill Run Fire Station No. 2 First Amendment to CMAR Agreement

Request

Approval of the First Amendment to the Construction Manager at Risk (CMAR) Agreement (Contract # 20250225) with CORE Construction Services of Florida, LLC for the Mill Run Fire Station No. 2 Project, and authorization for the City Manager or designee to execute any documents necessary to carry out the terms of the amendment.

Explanation

The Mill Run Fire Station No. 2 Project is being delivered using the Construction Manager at Risk (CMAR) project delivery method. The City and CORE Construction Services of Florida, LLC entered into a CMAR Agreement that was approved by the City Commission on April 15, 2025.

The First Amendment updates the Architect/Engineer of Record identified in the CMAR Agreement to reflect the City's selected design consultant for the project. The amendment also revises the retainage provisions to align with current Florida Statutes by reducing retainage from ten percent (10%) to five percent (5%) prior to fifty percent (50%) project completion and from five percent (5%) to two and one-half percent (2.5%) after fifty percent (50%) project completion.

The amendment does not increase the contract amount, and all other terms and conditions of the CMAR Agreement will remain unchanged.

Recommendation

Approve the First Amendment to the CMAR Agreement with CORE Construction Services of Florida, LLC for the Mill Run Fire Station No. 2 Project and authorize the City Manager or designee to execute any additional documents necessary to carry out the terms of the amendment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) First Amendment to CMAR

FIRST AMENDMENT TO CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND CONSTRUCTION MANAGER

THIS FIRST AMENDMENT is made this 7th day of July, 2026 by and between the **City of Kissimmee**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "City") and **CORE Construction Services of Florida, LLC,** whose Federal Identification Number is: 26-2821711 (hereinafter referred to as "Construction Manager"), together referred to as the "Parties," and each represent as follows:

WITNESSETH

WHEREAS, on April 15, 2025, City and Construction Manager entered into an agreement for Construction Manager at Risk Services (hereinafter "CMAR Agreement"); and

WHEREAS, Construction Manager requested minor revisions to certain provisions of the CMAR Agreement to the Mill Run Fire Station Project, and the City agreed to such amendments; and

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. Additions to the CMAR Agreement are shown with underlining, deletions are shown with strikethrough type, and asterisk (***) indicate an omission from the existing text indicating it remains unchanged, as may be necessary

2. **AMENDMENTS.**

   Article 1: The Construction Team, Extent Of Agreement And Definitions, Section 1.3.5 is hereby amended as follows:

   1.3.5 Architect/Engineer – ~~RS&H, Inc.~~ The Lunz Group

   Article 8: Payments To The Construction Manager, Section 8.1.5 is hereby amended as follows:

   8.1.5 ~~Ten~~ Five percent ~~(10%)~~ (5%) retainage shall be held on all payments until the Construction Phase is 50% complete, except when approved by the City, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. After 50% completion, the amount of retainage shall be reduced from ~~10% to~~ 5% to 2.5%, in accordance with Section 255.078, Florida Statutes. Retainage shall not be withheld on services or fees set forth in Article 6, Section 6.1.2 and 6.1.3.

3. **CMAR AGREEMENT.** All other provisions of the CMAR Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective the _____ day of _____, 2026.

CORE Construction Services of Florida, LLC

By: _____

Title: Vice President

STATE OF FLORIDA)
COUNTY OF Orange **)**

The foregoing instrument was acknowledged before me this 4th day of June, 2026, by means of ☒ physical presence or ☐ online notarization by Brent R. Elliott as Vice President for CORE Construction Services of Florida, LLC a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

ANNETTE GUIDA NOTARY PUBLIC MY COMMISSION EXPIRES 3-18-2029 STATE OF FLORIDA COMMISSION NUMBER HH 63662

Notary: _____

Print Name: Annette Guida

My Commission Expires: 3/18/2029

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

Date: _____

By: _____
City Clerk

ITEM 7.E
Kissimmee Police Department and 911 Center Generator Installation Project

Request

Requesting approval to award a contract to Ring Power Corporation (Contract # 20260252) for the purchase and installation of backup generators for the Kissimmee Police Department and 911 Communications Center, using Sourcewell Contract #092222-CAT and State of Florida Contract #22100000-21-STC, in an amount not to exceed $591,690.00, with the remaining grant funds reserved as project contingency, 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 City of Kissimmee was awarded funding through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), Agreement #H1210, for Project #4673-166-R in the amount of $808,368.00 to support the installation of backup generators at critical public safety facilities.

The project includes installation of one 750 kW generator at the Kissimmee Police Department and one 175 kW generator at the 911 Communications Center. These improvements will provide reliable emergency backup power to support critical operations, including emergency communications, dispatch services, and other essential public safety functions during power outages.

Staff recommends utilizing Ring Power Corporation through the Sourcewell Cooperative Purchasing Contract and the State of Florida Contract, both of which satisfy the City's procurement requirements and provide competitive pricing. The scope of work includes equipment procurement, delivery, installation, startup, load testing, and staff training.

The contract amount is $591,690.00. The remaining grant funding will be retained as project contingency to address unforeseen conditions and additional project-related costs that may arise during construction and installation.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15045206-506393	4673-166-R	Decrease	808,368.00	591,690.00

Financial Summary:

This project is fully funded through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). The remaining grant funds will be reserved as project contingency.

Recommendation

City of Kissimmee

Approval to award a contract to Ring Power Corporation for backup generators at Kissimmee Police Department and 911 Communications Center for up to $591,690.00, reserving remaining grant funds as contingency, and authorizing the City Manager or designee to execute necessary documents or change orders.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) RingPower Contract

AGREEMENT BETWEEN CITY OF KISSIMMEE AND RING POWER CORPORATION

THIS AGREEMENT is made this 9th day of June, 2026 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "CITY", and **RING POWER CORPORATION,** whose address is 500 World Commerce Parkway, St. Augustine, Florida 32092, hereinafter "CONTRACTOR", collectively hereinafter the "Parties", and each represents as follows:

WITNESSETH

WHEREAS, City seeks to procure equipment and services for the purchase and installation of generators for the Kissimmee Police Department and Communications Center; 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 the City's Purchasing Manual, the City may procure goods and services from bids or proposals through cooperative purchasing agreements with the State of Florida or any of its governmental subdivisions; and

WHEREAS, pursuant to a competitive bidding and selection process, State of Florida, Department of Management Services, entered into contract number "22100000-21-STC", hereinafter the "Master Agreement," with Contractor which is attached hereto and incorporated herein as "**Exhibit A**"; and

WHEREAS, the City has determined that it is economically advantageous and that the specifications in the solicitation by the State of Florida are similar in nature to what is 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; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall be from the time of execution of the contract through **June 30, 2027**, the date of the expiration of the current term of Contract Amendment No. 2 to the Master Purchase Agreement.

3. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement,

the Master Agreement and all subsequent amendments, which is attached hereto as "**Exhibit A**," Contractor's Proposal, which is attached hereto as "**Exhibit B.**" 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, and Exhibit B, in that order.

Upon execution of this Agreement, all references made to the "State of Florida, Department of Management Services" or "Department" in Exhibit A will be interpreted as pertaining to the City of Kissimmee and City of Kissimmee Commissioners, all references made to "Vendor," "Contractor," or "Ring Power Corporation" in Exhibit A will be interpreted as pertaining to Contractor and all terms and conditions, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the words "State of Florida, Department of Management Services" or "Department" appear, they will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners" and wherever the word "Vendor," "Contractor," or "Ring Power Corporation" appears, it will be read as "Contractor."

4. **INSURANCE.** During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

   a. **Workers Compensation**: Contractor will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than $500,000 per accident for bodily injury by accident, $500,000 policy limit for bodily injury by disease, and $500,000 for each employee for bodily injury or disease. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

   b. **Comprehensive General Liability**: Contractor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
   Minimum Limits:
   $1,000,000 each occurrence Bodily Injury and Property Damage
   $1,000,000 Personal and Advertising Injury
   $2,000,000 aggregate for Products-Completed operations
   $2,000,000 general aggregate

c. **Comprehensive Automobile Liability**: The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000 for each accident, combined single limit.

d. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**: Contractor will maintain coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Contract.
Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Prior to commencing under this Contract, Contractor must furnish to City a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to City pursuant to the Notice requirements below. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include that there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Contractor. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against City and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

5. **RELATIONSHIP BETWEEN THE PARTIES.** This Agreement does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Agreement; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

6. **TERMINATION.**

a. City may terminate this Agreement, at any time for its sole convenience by giving thirty (30) days written notice of termination to Contractor.

b. City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from City specifying the default.

c. Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to indemnification or insurance coverage.

d. Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to the Contractor, but without an opportunity to cure, if City determines Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

e. Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

f. Upon receipt of such notice of termination, Contractor shall: (1) discontinue the terminated work in accordance with City's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further task orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to performance of this Agreement.

g. There shall be no termination charges for services not yet provided. City will be responsible for payment of authorized services already provided by Contractor but not yet invoiced, provided such services have been approved by the City. Upon payment of Contractor's claims, City shall be entitled to services paid for.

h. Before assuming any payment obligation under this section, City may inspect Contractor's work in process and audit all relevant documents prior to paying Contractor's invoice.

i. There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, Contractor shall not be compensated in any way for any work done after receipt of City's notice, nor for any costs incurred by Contractor's suppliers

or subcontractors after Contractor receives the notice, nor for any costs Contractor could have reasonably avoided.

7. **INDEMNIFICATION.** Contractor must indemnify, save, and hold City, including its agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Contractor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Contractor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Contractor under this Contract.

   As applicable, Contractor agrees to indemnify and hold harmless City against any and all suits, claims, judgments, and costs instituted or recovered against City by any person on account of the use of any services by City performed by Contractor in violation of applicable patent or copyright laws. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

   Neither party will be liable for any special, punitive, indirect, incidental or consequential damages including but not limited to loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of other assets, whether or not foreseeable and whether or not a party has been advised of the possibility of such damages.

8. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 6 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

9. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contract nature, thus, subcontracting any portion of this Agreement is prohibited unless Contractor obtains the City's prior written consent.

10. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

11. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** 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.

12. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

13. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:
City Attorney's Office
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:
Ring Power Corporation
500 World Commerce Parkway
St. Augustine, Florida 32092

14. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party shall be binding only upon mutual written agreement of the Parties.

15. **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 the City to perform the service.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-518-2308, CITYCLERKEMAIL@KISSIMMEE.GOV AND 101 CHURCH STREET, KISSIMMEE, FLORIDA 34741.

a. If 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 allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by City, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. 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 agreement term and following completion of the agreement if the Contractor does not transfer the records to City.

c. Upon completion of the Agreement, 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 for a period of four (4) years following completion of the Agreement. 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 the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of City. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

d. Upon notice to Contractor of a request to inspect or copy public records relating to City's agreement for services, Contractor shall provide the records to City or allow the records to be inspected or copied within a reasonable time.

e. 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 the City.

f. If the Contractor fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

16. **COMPLIANCE WITH LAWS AND REGULATIONS.** In performing under this Agreement, the Parties, shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any violation of said law, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.

17. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

18. **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).

19. **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.

20. **NONDISCRIMINATION.** Contractor agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.

21. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed as a waiver by the City of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

22. **HUMAN TRAFFICKING.** Contractor shall provide City with the affidavit provided in **"Exhibit C"** 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.

23. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor, and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

24. **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.

25. **ENTIRETY OF AGREEMENT.** This Agreement, together with corresponding Exhibits and together with Master Agreement referenced herein, shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

RING POWER CORPORATION

By: Keith R. Moore

Title: Vice President

Date: June 9, 2026

STATE OF FLORIDA)
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 9th day of June, 2026, by means of ☑ physical presence or ☐ online notarization, by Keith Moore as V.P. for Ring Power Corporation, who is personally known to me or has produced identification.

Notary Seal:

AMY NICOLE MCDANIEL
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 614125
MY COMMISSION EXPIRES FEB. 14, 2029

Notary: Amy Nicole McDaniel

Print Name: Amy Nicole McDaniel

My Commission Expires: February 14, 2029

6/9/2026

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
MASTER AGREEMENT

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State Term Contract
No. 22100000-21-STC
Construction and Industrial Equipment

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Ring Power Corporation** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 1, 2021, or on the last date, it is signed by all Parties, whichever is later. The Contract shall expire on June 30, 2024, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

a) Attachment 1, Special Contract Conditions
b) Attachment 2, Scope of Work
c) Attachment 3, Price Quote Form
d) Attachment 4, Acknowledgement of Order
e) Attachment 5, Preferred Pricing Affidavit
f) Attachment 6, Contractor's Submitted Product Group Discount
g) Attachment 7, Price Sheet

IV. Contract Management.

Department's Contract Manager:
Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.fl.gov

Contractor's Contract Manager:
Sarah Griffith
Ring Power Corporation
500 World Commerce Parkway
St. Augustine, Florida 32092
Telephone: (904) 737-7730
Email: Sarah.Griffith@Ringpower.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

CONTRACTOR **RING POWER CORPORATION**	**STATE OF FLORIDA,** **DEPARTMENT OF** **MANAGEMENT SERVICES**
DocuSigned by: Alan Thomas 4E45797270AE4B9...	DocuSigned by: Tami Fillyaw 991459A211104A3...
Alan Thomas **Vice President,** **Governmental Sales Manager**	**Tami Fillyaw** **Chief of Staff**
6/8/2021 | 7:51 AM PDT	6/9/2021 | 9:26 AM EDT
Date:	**Date:**

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ATTACHMENT 1

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Attachment 2
Scope of Work

1. Purpose

To provide Customers with Construction and Industrial Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. Definitions

All definitions apply in both their singular and plural context.

Accessory – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Base Equipment – A Manufacturer's base Construction and Industrial Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number, or catalog number.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity – As defined in section 287.012, F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Construction and Industrial Equipment."

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor. A Contractor can be a Manufacturer or a Dealer.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters a Contract with the Department.

Customer – A State agency or Eligible User.

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Dealer – A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to the Contract. Dealers may be Contractor owned and controlled in whole or in part or independently owned and controlled.

Department – The Department of Management Services, a State agency.

Eligible User – As defined in Rule 60A-1.001(2), F.A.C.

Group – A series of Commodities with applicable Commodity Codes which are described in the Description of Scope section in the Scope of Work.

Implement – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Manufacturer – The producer or provider of Construction and Industrial Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

Manufacturer's Suggested Retail Price (MSRP) – The MSRP represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities without benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

MSRP Credit – The MSRP price of OEM and Non-OEM Options, Parts, Accessories or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

MSRP List – The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer's Annual U.S. Price Book; and
- Manufacturer's official website or dealer software.

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s) and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer.

Non-OEM – Produced by a manufacturer or party other than the OEM.

Option – Options requested by the Customer specifically for the Construction and Industrial Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by

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the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Original Equipment Manufacturer (OEM) – The original Manufacturer of a Commodity.

Part – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

State – The State of Florida.

3. Scope of Work

3.1 Description of Scope

The Commodities (including Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract) shall be classified under the following Groups:

Group	Group Description
Group 1	EXCAVATORS: MINI/COMPACT TRACK EXCAVATORS (LESS THAN 70 HP)
Group 2	EXCAVATORS: TRACK EXCAVATORS (EQUAL TO OR GREATER THAN 70 HP)
Group 3	EXCAVATORS: WHEEL AND TRUCK MOUNT
Group 4	MOTOR GRADERS AND MAINTAINERS
Group 5	COMPACTORS/ROLLERS: ASPHALT, SOIL, AND LANDFILL
Group 6	DOZERS: CRAWLER
Group 7	DOZERS: WHEEL
Group 8	COMPACT TRACK AND MULTI TERRAIN LOADERS (LESS THAN 15,000 LBS. OPERATING WEIGHT)
Group 9	CRAWLER/TRACK LOADERS (GREATER THAN 15,000 OPERATING WEIGHT)
Group 10	WHEEL LOADERS
Group 11	SKID STEER LOADERS: WHEEL
Group 12	BACKHOE LOADERS: WHEEL
Group 13	INDUSTRIAL TRUCKS/FORKLIFTS
Group 14	FORKLIFT/TELESCOPIC HANDLERS, RIDING TYPE (INCLUDING ROUGH TERRAIN)
Group 15	POWER GENERATORS (EXCLUDES PORTABLE)

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Group 16	CONSTRUCTION EQUIPMENT: INCLUDES CONCRETE SAWS, PORTABLE CEMENT MIXERS, PORTABLE LIGHTS, OTHER (EXCLUDES HAND TOOLS AND EQUIPMENT THAT QUALIFIES FOR OTHER GROUPS)
Group 17	GOOSENECK, LOWBOY, AND HEAVY EQUIPMENT TRAILERS
Group 18	SPECIALTY TRAILERS: LANDSCAPE AND DUMP TRAILERS

The Contract is intended to cover only those Commodities generally used by the State of Florida as listed and described herein and does not include all varieties of equipment that are commercially available. The Department in its sole discretion shall determine eligibility and accessibility of all Commodities available and included under the Contract. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List and Price Sheet.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings or contract termination.

3.2 Commodity Specifications and Standards

The Contractor shall ensure that all Commodities, including all Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section in this SOW), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of this SOW), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and/or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contactor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the

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respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may use Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

3.3 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, whether as the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

3.4 Testing

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

3.5 Warranty

The Contractor shall ensure that the Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the acceptance section and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail.

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3.6 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

3.7 Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following at no additional cost to the Customer:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components; or OEM Options, Parts, Accessories, and Implements Non-OEM Options, Parts, Accessories, and Implements; and
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense**.**

3.8 Commodities Title and Registration

Construction and Industrial Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the Commodity upon delivery, and the

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Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
  a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
  b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.9 Transportation and Delivery

The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 Calendar Day timeframe, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the Commodity is defined as receipt of the Commodity at the Customer's designated location. Delivery does not constitute the Customer's acceptance. See section 3.12, Acceptance, in this SOW. The Contractor shall give the ordering Customer a minimum of one

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Business Day notice prior to delivery. Commodities shall be delivered as determined by the Customer.

The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity a maximum of three road miles, the self-propelled Commodity may be driven to the delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or $3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's Purchase Order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's Window Sticker(s), if applicable;
6. Manufacturer's Certificate of Origin, if applicable;

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7. Manufacturer's Operator Manual, and (if not included in the operator manual) one each of the Manufacturer's lubrication and maintenance instructions;
8. Copy of the Manufacturer's Standard Warranty Certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary Tag and twenty day Extension Tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination**.**

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

3.10 Price Quote Form

For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the MSRP Listing must also be provided to the Customer. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

3.11 Acknowledgement of Order Form

For each order, the Contractor shall provide the ordering Customer with a fully completed Attachment 4, Acknowledgement of Order Form, within five Business Days of receiving the Customer's Order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the Order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within fourteen calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. **Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination**.

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3.12 Acceptance

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; Contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and Manufacturer's Window Sticker/Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from their obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

3.13 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the

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installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.14 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers “after warranty” service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

3.15 Holidays

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year’s Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer, which will be detailed in the Customer’s order.

3.16 Purchasing Card

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State’s P-Card. P-Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State’s new P-Card platform within 30 calendar days of notification of such change.

3.17 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded

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under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

3.18 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No price increases will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date

MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with the Preferred Pricing section of the Special Contract Conditions)	Annual	Contract Anniversary Date

3.19 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

3.20 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Failure to provide the quarterly sales report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.
Quarter 2 – (October-December) – due 30 calendar days after the close of the period.
Quarter 3 – (January-March) – due 30 calendar days after the close of the period.
Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

3.21 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

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3.22 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

3.23 Business Review Meetings

To maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables;
- Review of the Contractor's performance;
- Review of minimum required reports;
- Addressing of any elevated Customer issues; and
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

3.24 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late and not received by the Contract Manager
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$100 per Calendar Day late and not received by the Contract Manager
Contractor will provide accurate Price Quote Forms to Customers	All Price Quote Forms will be provided to Customers with accurate information	Upon Customer request	$25 per order
Contractor will complete the Acknowledgement of	All Acknowledgement of Order Forms will be provided to Customers	Within 5 business days of receiving the Customer's order	$50 per occurrence

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Order Form for each order			

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.

3.25 MSRP List and Product Adjustments

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Group for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the Price Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, MSRP List Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the MSRP List by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised Price Sheet, as described in the Price Sheet and Price Adjustments section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

3.26 Price Sheet and Price Adjustments

The Contractor shall submit a complete price sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

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- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website;
- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Manufacturer/ Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the price sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised price sheet. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update exiting product's MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet for the Department's review and approval. Price adjustments should be submitted to the Contract Manager during the months of January or July.

Revised price sheets, regardless of whether the Contractor is adding products or updating existing product's MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the MSRP List and Product Adjustments section, as well as a list of all changes made from the previously submitted version of the price sheet.

3.27 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public

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Contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any Contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

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Contract No. 22100000-21-STC Construction and Industrial Equipment

Attachment 3 - Price Quote Form (PQF)

Instructions

Contractor will need to fill in the fields that are in white. Please fill in the requested information as per the requirements of the State Term Contract.

Contractor will need to refer to the Product Group Discount Sheet and the applicable price sheet on the State Purchasing website to locate the applicable % MSRP Discount.

For all Commodities quoted on the PQF, the MSRP Listing must also be provided to the Customer.

Please enter MSRP credits as a negative number or with parenthesis in front of the MSRP. The quantity should be a whole number. Example: $1532 or ($1532).

If the Contractor is offering an OEM or Non-OEM Options, Parts, Accessories & Implements from another Group, the Contractor must provide the Group letter in the OEM or Non-OEM Options, Parts, Accessories & Implements Items Description.

Awarded Contractor Information

Vendor Name:					
Street Address:					
City, State, Zip:					
Contact Person:		**Title:**			
Original Quote Date:		**Revised Quote Date:**		**Est. Delivery:**	
Phone #'s:	**Primary:**		**Secondary:**		
Email Address:					
Fax #:					

Requesting Customer Information

Agency Name:			
Contact Person:		**Title:**	
Phone #'s:			
Email Address:			
Fax #:			

Secondary Contact for Agency: (optional)

Contact Person:		**Title:**	
Phone #'s:			
Email Address:			
Fax #:			

Group	Group Description	UNSPSC Commodity Code*	Brand

Manufacturer's Item Code	Base Equipment Description	Page Number	QTY	MSRP $###,###.##	Base Equipment % Discount (see Price Sheet)	Total Discount Dollars For One Unit	Net Price Per Unit	Total Price
						$ -	$ -	$ -

OEM Item Code(s)	OEM Options, Parts, Accessories, and Implements Description	Page Number	QTY	MSRP $###,###.##	OEM Discount % (see Price Sheet)	Total Discount Dollars For One Unit	Net Price Per Unit	Total Price
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
TOTAL COST: OEM Options, Parts, Accessories, and Implements						**$ -**	**$ -**	**$ -**

Non-OEM Item Code(s)	Non-OEM Options, Parts, Accessories, and Implements Description	Page Number	QTY	MSRP $###,###.##	Non-OEM Discount % (see Price Sheet)	Total Discount Dollars For One Unit	Net Price Per Unit	Total Price
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
TOTAL COST: Non-OEM Options, Parts, Accessories, and Implements						**$ -**	**$ -**	**$ -**
Grand Total StateTerm Contract Price								**$ -**

Contractor Comments:	
Customer Comments:	

***UNSPSC = United Nations Standard Products and Services Commodity Code**

EXHIBIT B
PROPOSAL

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	4752 Capital Circle NW	6202 N US 301/441	9901 Ringhaver Dr.	9797 Gibsonton Dr
St. Augustine, FL 32092	Tallahassee, FL 32303	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33569
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 1/5/26

QUOTATION NO: JB24050-1

CUSTOMER NAME: City of Kissimmee
ADDRESS:
CITY/STATE/ZIP: Kissimmee, FL
CONTACT: Ivan Lespier
PHONE:

ESTIMATED SHIPPING LEAD TIME: **24-28 weeks after approved submittal**
SHIPPING VIA/FOB: Jobsite
ESTIMATED SUBMITTAL LEAD TIME: **3-4 weeks**
JOBSITE ADDRESS: 8 N. Stewart Ave.
CITY/STATE/ZIP: Kissimmee FL
PROJECT NAME: Kissimmee PD 750 kW

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Please ensure quote meets your expectations. Ring Power is pleased to offer this price per the Sourcewell Contract, formerly known as the National Joint Powers Alliance (NJPA) consortium. CAT Contract # 092222-CAT. Ring Power is authorized to use Sourcewell for Federal, State & Local Government projects.

For your reference, your Sourcewell Member ID is 44339

One (1) New Caterpillar Diesel Generator - Model C18, Rated 750 KW standby at 0.8 PF, 277/480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:

STANDARD GENERATOR PACKAGE CONSIST:

UL Listed 2200 Packaged Genset, NFPA 110 upgrade

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: *Jake Bechtol*

Jake Bechtol, EPG & Industrial Engine Sales.

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

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DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Main UL circuit breaker, 100% Rated, LSI, generator mounted
CAT Control panel with safety shutdowns, Engine controls and gauges
Caterpillar Integrated Voltage regulator
ADEM Governor
PMG excitation
Jacket water heater
Battery charger
2 O & M Manuals

No Charge - 5 Years / 2500 hour / $0 deductible Caterpillar Platinum level Extended Service Coverage –

- Includes All as shipped consist from the factory with Caterpillar part numbers excluding:
Filters, fluids, vee belts, hoses, power take-offs, paint, batteries and clutches.

- Includes Generator Rental for repairs in excess of:
– Includes Generator Rental Allowance for repairs in excess of:
96 Hours with Platinum Level Coverage

Total LIST Price for Above for CAT Items	**$ 265,461.00**	
Sourcewell DISCOUNT – 33% off of List Price	($87,603.00)	
CAT Genset Price with Sourcewell Discount	**$177,858.00**	**$177,858.00**

CAT DEALER ADDITIONS:
All receive 5% off List Price per Sourcewell or the typical sale price if no list price is available per the Sourcewell Contract

• Freight - Factory to Ring Power / Ring Power to site.		$9,550.00
• Startup, Load Bank Test and One Hour Training to Personnel		$12,500.00
• One Remote E-stop, Break Glass		$1,000.00
• Critical Grade Silencer & Engine Flex		$7,500.00
• One 150 Gallon Day Tank		$19,700.00
• Turn-key Installation – Detailed SOW below		$179,200.00
TOTAL NET PRICE PER SOURCEWELL CONTRACT# 092222-CAT		**$407,308.00**

Purchase orders must include the current Sourcewell Contract Number 092222-CAT

Ring Power invoices in full for Equipment at the time of delivery.
Start-up portion will be invoiced for upon completion of those services including Load Test.

This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

OPTIONAL ADDERS:

Supply & Install a new ASCO ATS

Total NET for above **+$ 13,500.00**

SALES TAX IS NOT INCLUDED

Provide a Temp Generator for outage

Total NET for above **+$ 20,000.00**

SALES TAX IS NOT INCLUDED

Provide One (1) 12 month Maintenance Contract (CVA)

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s) utilizing CAT Filters
- Drain engine crankcase oil & refill to proper capacity with CAT DEO ULS Oil
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will advise and secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Standard Pricing is for ground level access

BUDGET price below is for reference… Service Work is to be invoiced separately by our Service Department.

Total NET for above **+ $ 5,000.00**

SALES TAX IS NOT INCLUDED

Exceptions & Clarifications:

Existing ATS to remain in use. We can upgrade for an additional cost.

NOTE:

1. Notice to Buyer:
   The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with supply chain issues, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."
2. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up. This includes all auxiliary power for generator/enclosure accessories, interconnect wiring, Remote Annunciators, etc. If there are questions regarding the locations for termination, our Project Manager will assist you. Return service calls due to incomplete installation (outside of Ring Power's control) may result in additional charges.
3. Training cannot be video recorded without approval in advance. Videographers would be by others if approved.

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4. No installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping, DEF - Diesel Exhaust Fluid (when required), natural gas piping and gas flow meters is included (unless otherwise referenced above).
5. Third Party Testing provided by others (i.e. NETA, Infrared Scanning, Insulation Resistance, Ground Fault, etc…)
6. Generators provided with a Circuit Breaker(s) 800 Amps or larger are provided with Buss Bar only, Lugs are provided by others.
7. In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, stairs, platforms, etc…
8. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form can be found in the Ring Power Submittal or on-line in the link below. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
   Storage tank registration is available online through the DEP Business Portal in lieu of the paper form:
   •*DEP Business Portal can be found:* http://www.fldepportal.com/go/submit-registration
   •*Instructions on how to navigate the DEP Business Portal can be found on the DEP Registration web page:* http://www.dep.state.fl.us/waste/categories/tanks/pages/registration.htm
9. NO SALES TAX INCLUDED
10. Proposal is based on information supplied by the Customer.
11. No specifications or drawings were received or reviewed.
    General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
12. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer
13. Ring Power will be supplying equipment as described in the attached documentation.
14. No equipment will be ordered without an approved Purchase Order.
15. Equipment ordered to meet a specific delivery date, that is then delayed once equipment is received by Ring Power may be billed as Stored Material. This applies when the project is delayed outside of Ring Power's control.
16. Equipment shipped will be invoiced for at the time of delivery.
17. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your generator needs.

Jake Bechtol
Jake Bechtol

Ring Power Corporation
Electric Power Generation & Industrial Engine Sales
(407) 472-6242 Office – (407) 438-0922 Fax – (321) 288-1242 Cell
jake.bechtol@ringpower.com

Turn-key Installation Scope of Work

Scope of Work

1. General Services & Permitting

- Eau Gallie Electric will act as the General Contractor and assign a dedicated Project Manager to oversee all phases—from mobilization through closeout.
- Eau Gallie Electric will provide engineering services, including preparation of electrical drawings and delivery of PE-stamped drawings.
- All work will comply with NEC 2020 (Article 702), NFPA 70, and applicable local codes.

2. Demolition

- One (1) 750kW generator
- One (1) day tank

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

3. New Equipment Installation

- **Pad Construction:**
  - N/A
- **Install Ring Power Supplied Equipment:**
  - One (1) Generator 750kW 480V 3PH
  - One (1) Silencer
  - One (1) Day tank
  - One (1) Remote annunciator
- **Furnish and Install:**
  - Generator conduit/conductors as needed.
  - Disposal of existing generator
  - Replace emergency conductors

4. Temporary Power

- N/A – As an Optional Adder

5. Testing, Commissioning & Training

- Provide assistance for:
  - Load bank testing
  - Full system start-up and commissioning

6. Final Documentation & Closeout (When applicable)

- Provide comprehensive closeout documentation including:
  - Final inspections
  - Final as-builts
  - Warranty information

7. Scope Clarifications

- Proposal is based on labor performed during **standard business hours** (Monday–Friday, 7:00 AM to 4:00 PM).
- All equipment provided to meet applicable UL, IEEE, NFPA, and FPL standards.
- FDEP testing by others

.

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	4752 Capital Circle NW	6202 N US 301/441	9901 Ringhaver Dr.	9797 Gibsonton Dr
St. Augustine, FL 32092	Tallahassee, FL 32303	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33569
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 1/5/26

QUOTATION NO: JB26001

CUSTOMER NAME: City of Kissimmee
ADDRESS:
CITY/STATE/ZIP: Kissimmee, FL
CONTACT: Ivan Lespier
PHONE:

ESTIMATED SHIPPING LEAD TIME: **22-24 weeks after approved submittal**
SHIPPING VIA/FOB: Jobsite
ESTIMATED SUBMITTAL LEAD TIME: **3-4 weeks**
JOBSITE ADDRESS: 8 N. Stewart Ave.
CITY/STATE/ZIP: Kissimmee FL
PROJECT NAME: Kissimmee 911 Center, 175 kW

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Please ensure quote meets your expectations. Ring Power is pleased to offer this price per the Sourcewell Contract, formerly known as the National Joint Powers Alliance (NJPA) consortium. CAT Contract # 092222-CAT. Ring Power is authorized to use Sourcewell for Federal, State & Local Government projects.

For your reference, your Sourcewell Member ID is 44339

One (1) New Caterpillar Diesel Generator - Model D175, Rated 175 KW standby at 0.8 PF, 120/208 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:

STANDARD GENERATOR PACKAGE CONSIST:

UL Listed 2200 Packaged Genset, NFPA 110 upgrade

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: *Jake Bechtol*

Jake Bechtol, EPG & Industrial Engine Sales.

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Main UL circuit breaker, 100% Rated, LSI, generator mounted
CAT Control panel with safety shutdowns, Engine controls and gauges
Caterpillar Integrated Voltage regulator
ADEM Governor
PMG excitation
Jacket water heater
Battery charger
2 O & M Manuals

Caterpillar Factory provided Enclosure & Fuel Tank
One (1) Weatherproof sound attenuated Aluminum enclosure with silencer
150 or 180 MPH Wind Load, Not Impact Rated

No Charge - 5 Years / 2500 hour / $0 deductible Caterpillar Platinum level Extended Service Coverage –

- Includes All as shipped consist from the factory with Caterpillar part numbers excluding:
Filters, fluids, vee belts, hoses, power take-offs, paint, batteries and clutches.

- Includes Generator Rental for repairs in excess of:
– Includes Generator Rental Allowance for repairs in excess of:
96 Hours with Platinum Level Coverage

Total LIST Price for Above for CAT Items	**$ 94,280.00**	
Sourcewell DISCOUNT – 35% off of List Price	($32,998.00)	
CAT Genset Price with Sourcewell Discount	**$61,282.00**	**$61,282.00**

CAT DEALER ADDITIONS:
All receive 5% off List Price per Sourcewell or the typical sale price if no list price is available per the Sourcewell Contract

• Freight - Factory to Ring Power / Ring Power to site.		$7,400.00
• Startup, Load Bank Test and One Hour Training to Personnel		$9,800.00
• One Remote E-stop, Break Glass		$1,000.00
• One 1000 Gallon / 72 Hr. Freestanding Fuel Tank – Per BOM Below		$19,900.00
• Turn-key Installation – Per detailed Scope of Work below		$85,000.00
TOTAL NET PRICE PER SOURCEWELL CONTRACT# 092222-CAT		**$184,382.00**

Purchase orders must include the current Sourcewell Contract Number 092222-CAT

Ring Power invoices in full for Equipment at the time of delivery.
Start-up portion will be invoiced for upon completion of those services including Load Test.

This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.

OPTIONAL ADDERS:

Provide a Temp Generator for outage (based on Two Week Duration)

Total NET for above **+$ 10,000.00**

SALES TAX IS NOT INCLUDED

Provide One (1) 12 month Maintenance Contract (CVA)

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s) utilizing CAT Filters
- Drain engine crankcase oil & refill to proper capacity with CAT DEO ULS Oil
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will advise and secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Standard Pricing is for ground level access

BUDGET price below is for reference… Service Work is to be invoiced separately by our Service Department.

Total NET for above **+ $ 4,000.00**

SALES TAX IS NOT INCLUDED

Exceptions & Clarifications:

Existing ATS to remain in use. We can upgrade for an additional cost.

NOTE:

1. Notice to Buyer:
   The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with supply chain issues, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."
2. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up. This includes all auxiliary power for generator/enclosure accessories, interconnect wiring, Remote Annunciators, etc. If there are questions regarding the locations for termination, our Project Manager will assist you. Return service calls due to incomplete installation (outside of Ring Power's control) may result in additional charges.
3. Training cannot be video recorded without approval in advance. Videographers would be by others if approved.

4. No installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping, DEF - Diesel Exhaust Fluid (when required), natural gas piping and gas flow meters is included (unless otherwise referenced above).
5. Third Party Testing provided by others (i.e. NETA, Infrared Scanning, Insulation Resistance, Ground Fault, etc…)
6. Generators provided with a Circuit Breaker(s) 800 Amps or larger are provided with Buss Bar only, Lugs are provided by others.
7. In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, stairs, platforms, etc…
8. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form can be found in the Ring Power Submittal or on-line in the link below. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
   Storage tank registration is available online through the DEP Business Portal in lieu of the paper form:
   •*DEP Business Portal can be found:* http://www.fldepportal.com/go/submit-registration
   •*Instructions on how to navigate the DEP Business Portal can be found on the DEP Registration web page:* http://www.dep.state.fl.us/waste/categories/tanks/pages/registration.htm
9. NO SALES TAX INCLUDED
10. Proposal is based on information supplied by the Customer.
11. No specifications or drawings were received or reviewed.
    General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
12. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer
13. Ring Power will be supplying equipment as described in the attached documentation.
14. No equipment will be ordered without an approved Purchase Order.
15. Equipment ordered to meet a specific delivery date, that is then delayed once equipment is received by Ring Power may be billed as Stored Material. This applies when the project is delayed outside of Ring Power's control.
16. Equipment shipped will be invoiced for at the time of delivery.
17. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your generator needs.

Jake Bechtol
Jake Bechtol

Ring Power Corporation
Electric Power Generation & Industrial Engine Sales
(407) 472-6242 Office – (407) 438-0922 Fax – (321) 288-1242 Cell
jake.bechtol@ringpower.com

Turn-key Installation Scope of Work

Scope of Work

1. General Services & Permitting

- **Eau Gallie Electric will act as the General Contractor and assign a dedicated Project Manager to oversee all phases—from mobilization through closeout.**
- **Eau Gallie Electric will provide engineering services, including preparation of electrical drawings and delivery of PE-stamped drawings.**
- **All work will comply with NEC 2020 (Article 702), NFPA 70, and applicable local codes.**

2. Demolition

- **One (1) 175kW generator**
- **One (1) day tank**

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

3. New Equipment Installation

- **Pad Construction:**
  - **Furnish and install new concrete pad for 175kW generator.**
  - **Modify fuel tank pad as needed**
- **Install Owner-Supplied Equipment:**
  - **One (1) 175kW 208V 3PH generator**
  - **One (1) day tank**
  - **One (1) Remote annunciator**
- **Furnish and Install:**
  - **Generator conduit/conductors**
  - **Disposal of generator, old fuel tank, and fuel**

4. Temporary Power

- **N/A**

5. Testing, Commissioning & Training

- Provide assistance for:
  - Load bank testing
  - Full system start-up and commissioning

6. Final Documentation & Closeout (When applicable)

3. Provide comprehensive closeout documentation including:

- Final inspections
- Final as-builts
- Warranty information

7. Scope Clarifications

- Proposal is based on labor performed during **standard business hours** (Monday–Friday, 7:00 AM to 4:00 PM).
- All equipment provided to meet applicable UL, IEEE, NFPA, and FPL standards.

FUEL TANK BOM

1,000 Gallon Aboveground Double Wall Horizontal Flameshield Storage Tank UL-142 SWRI 97-04 Dimensions: 48" Diameter x 129" L Mild Carbon Steel - Thickness: 12GA. (3) 2" and (1) 4" FNPT openings for accessories in tank. (2) 4" Openings for emergency vents (1) in inner tank and (1) in outer shell. Lifting lugs on top. 2" Interstitial monitoring pipe. On 6"H Leg Supports.

Vent package. Includes: (2) 4" Emergency vents (1) in inner tank / (1) in outer shell (1) 2" Atmospheric vent pipe (8'L) - threads into top of tank - top at 12' above grade - Ship loose.

Top fill spill package- includes: Liquid level gauge - Reads 1/4 1/2 3/4 Full Interstitial leak indicator gauge (pop up) 5-1/2 Gallon Top Fill Spill Container 13" dia. x 10"H - Includes 2" cam adaptor and camlock cap Equipment, piping and components factory installed to tank.

2" Overfill prevention valve installed to tank with drop tube.

Generator components - Includes: 3/4" Suction line with foot valve 3/4" Return fitting Steel plugs in any/ all spare openings.

Label package - Includes (2) placards and (2) NFPA 704 diamonds for each side of tank. (3) 3"H Red No Smoking / Flammable for each side and fill/ dispensing end of tank. (2) 3"H Content labels in black or white to place at fill and dispensing and (1) 3"H Capacity label in black or white to place at fill.

EXHIBIT C
HUMAN TRAFFICKING AFFIDAVIT

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Ring Power Corporation does not use coercion for labor or services as defined in Section 787.06, F.S.

Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Keith R Moore

Title of Contractor's Authorized Representative: Vice President

Signature of Contractor's Authorized Representative: Keith R Moore

Date: 6/29/26

ITEM 7.F
Mill Slough Road and Denn John Lane Traffic Signal Design

Request

Request approval of the design for a new traffic signal system (Contract # 20240133) at the intersection of Mill Slough Road and Denn John Lane, in the amount of $160,300.00, and authorization for the City Manager or designee to execute any necessary documents or change orders to carry out the terms of this project.

Explanation

The project consists of designing and replacing the existing span-wire traffic signal system at the intersection of Mill Slough Road and Denn John Lane with a modern mast-arm traffic signal system.

The new signal will be designed in accordance with current traffic signal design standards and equipment requirements. Proposed improvements include upgraded pedestrian crossings and accessibility features to enhance safety for pedestrians and vehicles; emergency vehicle preemption capabilities to support nearby fire station operations; and resilient infrastructure improvements to enhance storm resilience and reduce long-term maintenance costs.

The proposed design will improve traffic operations, increase system reliability, and provide modern infrastructure that complies with current engineering and transportation standards.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445206-506393 10445406-506393	ST2506 ST2011	Increase Decrease	$150,000.00 $90,655.84	$26,330.00 $26,330.00

Financial Summary:

Adequate funding for the Mill Slough Road and Denn John Lane Traffic Signal Design Project is available within the Sales Tax Fund accounts listed above.

Recommendation

Approval of the design for a new traffic signal system at the intersection of Mill Slough Road and Denn John Lane in the amount of $160,300.00, and authorization for the City Manager or designee to execute any necessary documents or change orders to carry out the terms of this project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Final signed_CSA_Traffic_Signal_Design
2. Architectural Engineering Services Master Agreement - Colliers

CONSULTANT SERVICE AGREEMENT FOR DESIGN AND RELATED SERVICES FOR THE MILL SLOUGH ROAD AND DENN JOHN LANE TRAFFIC SIGNAL REPLACEMENT PROJECT

THIS CONSULTANT SERVICE AGREEMENT ("CSA") is issued pursuant to the **ARCHITECTURAL/ENGINEERING SERVICES MASTER AGREEMENT** #20240133 ("Master Agreement") between the City of Kissimmee ("City") and COLLIERS ENGINEERING & DESIGN, INC ("Consultant"). All terms and conditions of the Master Agreement are incorporated herein by reference.

WHEREAS, the Parties entered into that certain Architectural/Engineering Services Master Agreement dated February 20, 2024 ("Master Agreement") for continuing professional services for a five (5) year term; and

WHEREAS, the City desires to retain professional engineering services for the design and preparation of construction documents associated with traffic signal improvements at the intersection of Mill Slough Road and Denn John Lane (the "Project"), and Consultant was selected as the best qualified firm to provide the engineering 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 professional engineering services associated with the replacement of the existing span-wire traffic signal system with a mast-arm traffic signal system at the intersection of Mill Slough Road and Denn John Lane.

The scope is more fully described in Consultant's Traffic Signal Replacement Mill Slough Road-Denn John Lane Intersection, attached hereto and incorporated herein as Exhibit "A."

2. SCHEDULE / TERM OF SERVICES

Professional services shall commence upon issuance of a Notice to Proceed ("NTP") by the City and shall be completed in seven phases and continue through final completion of the Project, including close-out services.

Phase	Task	Timeline
1.0	Survey	30 Calendar Days*
2.0	SUE (QL-B)	30 Calendar Days*
3.0	30% Plan	45 Calendar Days
4.0	SUE (QL-A)	20 Calendar Days
5.0	Geotechnical	45 Calendar Days
6..1	60% Plan	45 Calendar Days
6..2	90% Plan	45 Calendar Days
6.3	100% Plan	30 Calendar Days
7.0	Construction Phase	Within 3 Calendar Days

Adjustments to the project schedule associated with delays, modifications, or changes in scope 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 a task price basis, not to exceed, in accordance with the proposal approved and the rates and terms of the Master Agreement.

B) **Fee Breakdown:**

Component	Amount
Phase 1 – Right-of-Way and Topographic Survey	$19,250.00
Phase 2 – Subsurface Utility Engineering (QL-D to QL-B)	$8,725.00
Phase 3 – 30% Preliminary Design Plans	$36,000.00
Phase 4 – Subsurface Utility Engineering (QL-A)	$11,425.00
Phase 5 – Geotechnical Exploration	$10,700.00
Phase 6 – Plans, Technical Specifications, Bid Documents, Bid Item Quantities, and Construction Cost Estimates	$68,300.00
Phase 7 – Construction Phase Services	$5,900.00
Total CSA Compensation Authorized	$160,300.00

C) **Not-to-Exceed Amount: $160,300.00**

The total compensation authorized under this CSA, inclusive of Consultant labor, subconsultants, and reimbursable expenses, shall not exceed **One Hundred Sixty Thousand Three Hundred Dollars ($160,300.00).** No amount in excess of this not-to-exceed amount shall be due unless authorized by the City Manager or designee.

4. SUBCONSULTANTS

Consultant is authorized to utilize the subconsultants for the services covered by Exhibit "A", subject to the terms of the Master Agreement:

Any additional or replacement subconsultants shall require prior written approval from the City in accordance with the Master Agreement.

5. LIQUIDATED DAMAGES

Not applicable unless otherwise provided in the Master Agreement.

6. SPECIAL CONDITIONS / CLARIFICATIONS

A) Consultant Proposals and any applicable documentation identified by the City are attached hereto and incorporated herein 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 unless this CSA expressly states otherwise.

C) Nothing contained herein shall modify the insurance, indemnification, standard of care, or other risk allocation provisions contained within 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.

COLLIERS ENGINEERING & DESIGN, INC.

By: _____
Paul Sterbenz, PE

Title: Senior Principal

Date: 6/3/26

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 3rd day of June, 2026, by means of ☑ physical presence or ☐ online notarization by Paul Sterbenz, PE as Senior Principal Colliers Engineering & Design, Inc., a corporation, who is personally known to me or has produced identification.

Notary Seal:

MICHELLE F. EGUIA
Notary Public
State of Florida
Comm# HH514369
Expires 4/10/2028

Notary: MF Eguia

Print Name: Michelle Eguia

My Commission Expires: 4/10/28

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

5471 W. Waters Avenue Suite 100
Tampa, Florida 33634
Main: 877 627 3772

Colliers
Engineering & Design

May 11, 2026

RECEIVED
By K Malone at 1:50 pm, May 11, 2026

Kevin Malone, Project Manager
Public Works Department
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Proposal for Professional Services
Traffic Signal Replacement
Mill Slough Road - Denn John Lane Intersection
City of Kissimmee, Osceola County, Florida
Project No. 26005579P

Dear Mr. Malone:

Colliers Engineering & Design Inc. ("CED") is pleased to submit the following proposal for professional engineering and land surveying and SUE services to prepare construction plans, technical specifications, and bid documents for the replacement of an outdated span type traffic signal system with a mast arm system at the intersection of Mill Slough Road and Denn John Lane intersection in the City of Kissimmee. The proposal includes the scope of the work, the required fees, a list of items to be addressed by the City, and a list of clarifications and exceptions.

The Mill Slough Road - Denn John Lane intersection is located in the easterly portion of the City that is largely residential in character. Several schools are located in close proximity to the intersection including the Mill Creek Elementary School to the east on Mill Slough Road and the Denn John Middle School located south on Denn John Lane. A fire station is proposed and is currently under construction immediately to the west of the intersection on Mill Slough Road adjacent to the First Church of the Nazarene.

The intersection is currently signalized. An elevated span type system currently exists. Due to the presence of the adjacent schools, the intersection is staffed by a crossing guard to facilitate safety for pedestrians going to and from the schools.

Both Mill Slough Road and Denn John Lane have auxiliary travel lanes for turning, as well as bicycle lanes. All four quadrants of the intersection have curb ramps but three of the four ramps are diagonal, which is not desirable, and the ramps appear to be non-conforming from horizontal and vertical geometric perspectives.

It is our understanding from our recent meeting and subsequent email exchanges that the City is seeking to replace the outdated span type signal system that exists at this intersection with a mast arm system. A double mast arm system is preferred but the ability to install a double mast arm system will be determined during the design process.

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The new traffic signal system will include provisions for pre-emption due to the new fire station, a meter cabinet, battery back-up, and video detection. A stand-alone battery back-up is preferred but the ability to do that will be determined during the design.

Improvements to the pavement will be limited to the intersection area and not extend outward for any significant length on the approach roadways. Curb ramps will be removed and replaced as part of the project to comply with PROWAG and to eliminate the diagonal ramps.

The design will be in compliance with Osceola County traffic signal standards, which we understand aligns with FDOT standard roadway specifications.

Below please find our proposal for the traffic signal replacement project.

Proposal Overview

This proposal is divided into four sections as follows:

Section I – Scope of Services
Section II – Business Terms and Conditions
Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by CED to meet project schedules.

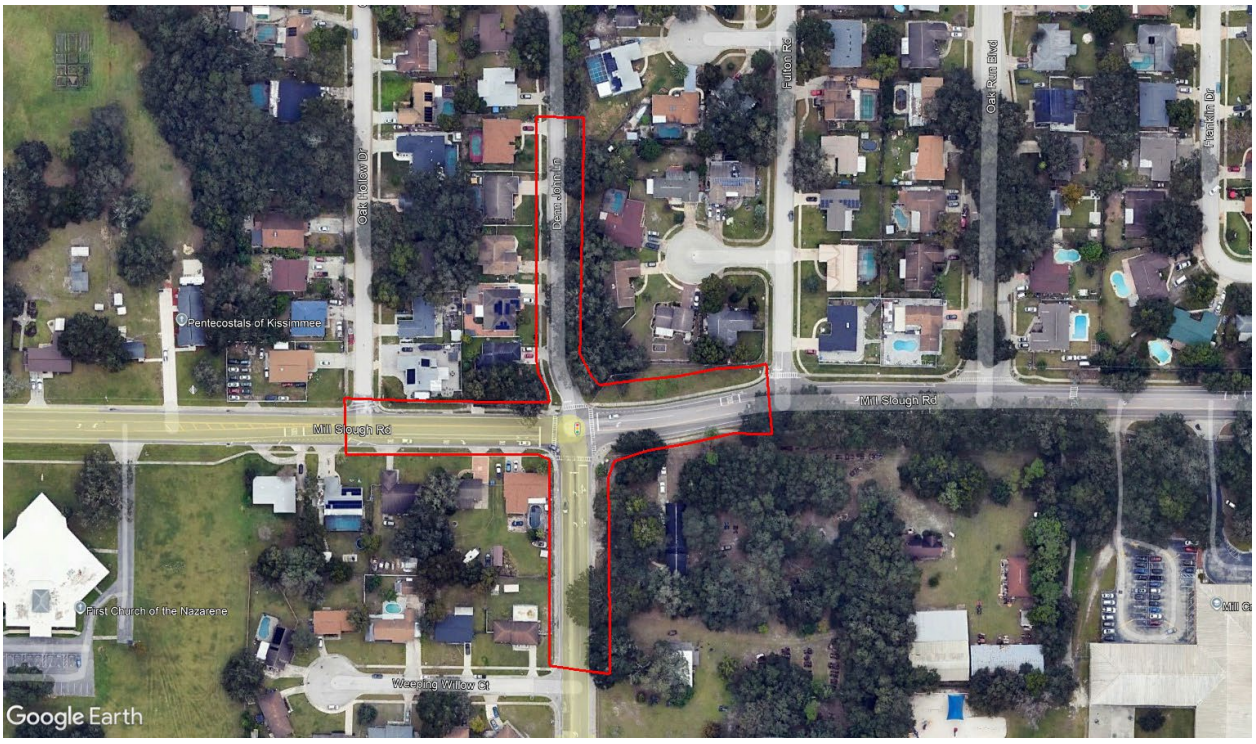
Section I – Scope of Services

PHASE 1.0 RIGHT-OF-WAY AND TOPOGRAPHIC SURVEY

Survey work to obtain planimetric and topographic information and to establish right-of-way boundaries is required in order to design the improvements on this project and determine if any of the proposed work is situated outside the right-of-way thereby requiring permission from a property owner(s).

The limits of the survey and mapping work that will be performed on this project under Phase 1.0 is depicted in Figure 1. below.

Figure 1.



Right-of-Way and Topographic Survey – CED will perform a survey of the limits outlined in red in Figure 1. The survey will be performed in accordance with the Standards of Practice for Florida Surveyors and Mappers established in Chapter 5J-17.052 of the Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. More specifically, CED will:

- Research deeds, plats, and maps that grant and/or otherwise determine the limits of the rights-of-way for Mill Slough Road and Denn John Lane.
- Create a balanced control network to include National Geodetic Survey (NGS) horizontal and vertical control points, found right-of-way monumentation, and control points set by CED.
- Find sufficient right-of-way and boundary control. Make a determination of the position of boundary/right-of-way lines in relation to found monumentation and control.
- Perform full break line topography over the survey limits shown in Figure 1, sufficient to create a 1.0’ interval contour model.
- Locate all surface evidence of utilities, and markings indicating subsurface utilities as a result of work performed under Phase 2.0 of this proposal, Subsurface Utility Location task.
- All gravity storm and sanitary lines will be located as follows: the manhole will be located. The top elevation will be shown, as will the invert elevation, size, and material of pipes intersection the structure.
- Location of all overhead utility lines, including the elevation of lines crossing the intersection at the point of connection to poles, and the sag point (at the time of the survey).

All the above information will be depicted on the survey map for the project. A signed PDF of the survey map shall be provided to the City.

PHASE 2.0 SUBSURFACE UTILITY ENGINEERING (Quality Level B (QL-B))

CED proposes to provide Quality Level B (QL-B) Designating Service following the completion of the Right-of-Way and Topographic Survey Work in support of the above-named project in accordance with the project limits shown in Figure 1 in Phase 1.0 of this proposal. These services will be performed to the standard of care applicable in the SUE profession.

Quality Level B (QL-B) Designating Service (Horizontal Location of Utilities). Designating is to indicate, by marking with paint, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, electromagnetic, sonic and acoustical techniques. CED will provide the following designating services to aid the Client:

- Provide equipment, personnel and supplies needed for performing designating services. CED shall determine equipment, personnel and supplies needed to perform these services.
- Designate the existing detectable underground utility facilities within the limits described above. Conduct appropriate investigation of site conditions.
- Mark the utilities on the ground with spray paint to be surveyed by CED.
- Locate and identify the precise horizontal and vertical position of existing facilities. Positive identification includes the determination or confirmation of facility type, size, depth and material composition.
- Backfill around the exposed facility using the excavated materials compacted in six-inch lifts.
- In grass and landscape areas, restoration shall be as reasonably possible to the condition that existed prior to excavation.
- In pavement areas, restoration shall be with asphaltic cold mix or other pre-approved methods as required. It is anticipated there will be vacuum excavation in paved areas required for Test Holes on this project.
- In areas inaccessible by excavation trucks or other equipment, electronic depths may be provided on designated utilities in lieu of test holes.

SUE Deliverables

Field markings resulting from the QLB designation will be mapped as a part of Phase 1.0, Right-of-Way and Topographic Survey.

Technical Limitations

Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located, or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to

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a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify to provide the accurate horizontal location and vertical measurements (a test hole).

Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum; in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and, in most cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a potion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration, and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. CED will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. CED will not be responsible for correcting mistakes made by other locators.

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Exclusions and Understandings

- Records Research
- Utility Coordination

Items Not Part Of Our Standard Subsurface Utility Investigation Are:

- Gravity systems e.g., drainage or storm
- Irrigation
- Overhead facilities

PHASE 3.0 30% PRELIMINARY DESIGN PLANS

In Phase 3.0, CED will utilize the information and mapping compiled in Phases 1.0 and 2.0 to prepare a 30% Preliminary Design Plan to establish the scope and limits of the improvements and the approach to the signalization of the intersection.

The following tasks are proposed in this phase:

3.01 Gather and review information on the existing traffic signal.
3.02 Prepare traffic operations report for the intersection which include conducting turning movement counts during the AM and PM peak hours, analyzing the turning movement counts, performing a synchro-analysis, and developing SOP and controlled timings including for pre-emption for the fire station.
3.03 Coordinate with the City and Osceola County on the Signalization Design Standards for the project.
3.04 Determine preliminary signal pole locations, signal head locations, detection, and SOP for the intersection.
3.05 Determine limits of milling and resurfacing within the intersection.
3.06 Determine the limits and extent of ADA Curb Ramp updates to comply with City, County and PROWAG requirements.
3.07 Prepare and issue 30% Preliminary Design Plan to the City for review and comment. The plan will depict signal pole and signal head locations, detection, milling and resurfacing limits, ADA curb ramp limits, and SOP for the intersection. The 30% Preliminary Design Plan set will also include a cover sheet, initial utility contact plan, and traffic control phasing notes per FDOT's Standard plans.
3.08 Set up and attend one (1) one-hour Teams meeting to review the 30% Preliminary Design Plan with City representatives. The meeting will be attended by an Executive Principal ($310.00 per hour) and a Senior Project Specialist ($180.00 per hour).
3.09 Prepare and submit one (1) set of revisions to the 30% Preliminary Design Plan to address City comments.
3.10 Submit CADD files of the completed and approved 30% Preliminary Design Plan to the City.

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PHASE 4.0 SUBSURFACE UTILITY ENGINEERING (QUALITY LEVEL A (QL-A))

Once the 30% Preliminary Design Plan is approved by the City, CED will perform the balance of the subsurface utility engineering work within the project limits identified in Figure 1 in Phase 1.0 of this proposal. These services shall be performed to the standard of care applicable in the SUE profession.

Quality Service Level A - Locating (Test Hole) Services. Locating services is to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities. Up to 20 QL-A Services will be performed at specific points within the project where precise vertical utility information is required to determine the extent of conflict or clearance with or from a proposed design element. QL-A test hole locations will be identified by the Project Owner or City and transmitted to CED for performance of field work and data collection.

- Provide equipment, personnel and supplies required to perform locating services. CED shall determine which equipment, personnel and supplies are required to perform such services.
- Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, CED shall comply with applicable utility damage prevention laws. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities.
- Locate and identify the precise horizontal and vertical position of existing facilities. Positive identification includes the determination or confirmation of facility type, size, depth and material composition.
- Backfill around the exposed facility using the excavated materials compacted in six-inch lifts.
- In grass and landscape areas, restoration shall be as reasonably possible to the condition that existed prior to excavation.
- In pavement areas, restoration shall be with asphaltic cold mix or other pre-approved methods as required. It is anticipated there will be vacuum excavation in paved areas required for Test Holes on this project.
- In areas inaccessible by excavation trucks or other equipment, electronic depths may be provided on designated utilities in lieu of test holes.

Once the QL-A holes are completed, the Right-of-Way and Topographic Survey Map prepared in Phase 1.0 will be updated to add the location, elevation, size, material, and use of exposed utilities.

SUE Deliverables

QLA test holes will result in test hole reports, and an update to the survey described in Phase 1.0, to include horizontal and vertical location of test holes in addition to information as to the size, material and use of utilities.

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Technical Limitations

Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located, or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify to provide the accurate horizontal location and vertical measurements (a test hole).

Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum; in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and, in most cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a potion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration, and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. Use of this service does not relieve

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interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. CED will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. CED will not be responsible for correcting mistakes made by other locators.

Exclusions and Understandings

- Records Research
- Utility Coordination

Items Not Part Of Our Standard Subsurface Utility Investigation Are:

- Gravity systems e.g., drainage or storm
- Irrigation
- Overhead facilities

PHASE 5.0 GEOTECHNICAL EXPLORATION

Upon completion of the 30% Preliminary Design Plan, CED will perform a geotechnical exploration in accordance with sound engineering practice and state/local regulations to evaluate subsurface conditions for the proposed project. We understand that the site will be accessible to truck-mounted drilling equipment. The exploration will be performed once the signal pole foundation locations are established in Phase 3.0.

Borings are planned at accessible locations across the subject site. Boring locations may need to be adjusted depending on conflicts with the existing site improvements.

CED has assumed that two mast arm signal pole drilled shaft foundations will be necessary at the proposed intersection. If more borings are necessary, this proposal shall be revised accordingly.

1. We will provide a contractor to mobilize truck-mounted and/or track-mounted drilling equipment to perform Standard Penetration Test (SPT) borings to visually classify the subsurface soils, evaluate groundwater conditions, and obtain soil samples for laboratory testing. Up to two (2) SPT borings will be performed and will be advanced to a depth of up to ±40 ft. below the ground surface.

Improvement	Number of Explorations	Type of Exploration	Proposed Depth of Exploration (feet)
Mast Arm Signal Poles	2	SPT Borings	40

CED anticipates up to one (1) day will be required to perform the proposed explorations. It is noted that the borings are planned to be backfilled with bentonite chips.

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2. The subsurface exploration program will be performed under the full-time supervision of a geotechnical specialist who will observe and log the explorations, collect soil samples, and will be acting under the direction of a licensed geotechnical engineer. Explorations will be field located by our representative using hand-held GPS equipment and/or by measuring from existing site features using conventional taping methods.

3. Representative samples obtained from the explorations may be subjected to limited laboratory testing as necessary to evaluate general engineering characteristics. Such testing may include moisture contents, grain size analysis, and organic content.

4. We will prepare a report that contains the results of the field and laboratory testing and our geotechnical recommendations for the design and construction of the subject project, including:

    a. Individual soil profile logs, including groundwater levels.
    b. Laboratory test results.
    c. Soil parameters of the soils encountered in each boring for use by others in the drilled shaft foundation design.
    d. Our opinion of seasonal high groundwater levels.

General Geotechnical Procedures

The drilling subcontractor shall be responsible for requesting public utility mark-out; however, the City shall be responsible for providing us with available information for private on-site utilities. If such utility information is not available, we recommend that subsurface utility locate services for private utilities be performed, which is excluded from the scope of this proposal. Regardless of the level of effort to identify and locate existing utilities, we cannot be held responsible for damage to utilities that are not marked, incorrectly marked, or otherwise not physically exposed by Level 'A' locating techniques.

Due to the nature of the work, some disturbance and settlement should be anticipated at and between the exploration locations. It will be the option of the City to maintain the grade at each test location should settlement occur. In particular, the drilling equipment may leave track marks and ruts in unvegetated areas. Repair of these areas is not included in the cost of this proposal and will need to be provided by others.

The City will provide any available project information as it relates to the services provided herein. The City agrees to indemnify, hold harmless, and defend CED and any of CED's employees from and against all loss, injury, damage, and legal liability, including attorney's fees and other costs of defense arising out of any structural damage, utility damage, or boring settlement.

The test borings will each be advanced utilizing hollow-stem auger and/or mud-rotary drilling techniques. Representative soil samples will be obtained continuously from the surface to a depth of 10 feet and then at standard intervals of five feet, with additional samples taken as necessary. Soil samples will be obtained from within the borehole by means of a standard two-inch outside-

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diameter split spoon sampler advanced in accordance with ASTM Designation D-1586 for the Standard Penetration Test.

If conditions encountered differ significantly from those anticipated and, as a result, would increase the scope of our work, we will notify you immediately and provide a new scope of work for your authorization so as to continue with work.

Soil samples will be classified in the field and transported to our office for further review and evaluation, as necessary. The samples will be stored for a period of 60 days from the date of our report, unless otherwise negotiated with the City.

PHASE 6.0 PLANS, TECHNICAL SPECIFICATIONS, BID DOCUMENTS, BID ITEM QUANTITIES, AND CONSTRUCTION COST ESTIMATES

In Phase 6.0, CED will utilize the information and mapping compiled in Phases 1.0 through 5.0 to prepare construction plans, technical specifications, bid documents, bid item quantities, and construction cost estimates for the Mill Slough Road – Denn John Lane Signalization Project including removal and replacement of traffic signal equipment, milling and paving within the intersection, striping, pavement markings, and signage, curb ramp replacement, and restoration.

The following tasks are proposed:

6.01 Prepare 60%, 90% and 100% construction plans, technical specifications, bid documents, bid item quantities, and construction cost estimates for the project for submission to the City for review and approval. The traffic signal and roadway improvements will be designed in accordance with FDOT and Osceola County standards as applicable.

The construction plans will depict the following improvements:

a. Demolition of the current traffic control system;
b. New mast arm mounted traffic signal system;
c. New controller cabinet with controller and controller accessories including battery back-up;
d. Countdown Pedestrian Signal;
e. Internally illuminated street name signs with hardware to mount the signs to the mast arms;
f. LED Blank-Out Signs for the School Zone Crossing;
g. Video-detection per Osceola County Standards;
h. Remove and replace non-compliant curb ramps and detectable warning surfaces including associated curb and sidewalks;
i. Milling and resurfacing within the intersection to address pavement areas disturbed during construction, the removal of the loop detectors, and the restriping of cross-walks and other lane lines as well as the placement of new pavement markings;
j. Striping, signage, and pavement markings;
k. Restoration;
l. Maintenance and protection of traffic plans;

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CADD files will be furnished to the City with all document submissions.

6.02 Assist the City of Kissimmee with service point coordination with the Kissimmee Utility Authority (KUA). Provide a new service pole if required.

6.03 Update and complete Utility Contact Plan and Utility Conflict Matrix.

6.04 Assist the City of Kissimmee with utility coordination and conflicts.

6.05 Perform a structural analyses for the proposed traffic signal mast arms.

6.06 Set up and attend one (1) one-hour Teams meeting to review each phase plan with the City representatives. Each meeting will be attended by an Executive Principal ($310.00 per hour) and a Senior Project Specialist ($180.00 per hour).

6.07 Set up and attend two (2) field meetings with City representatives prior to the advertisement for public bids to review the plans for the intersection improvements. These meetings will be attended by a Senior Project Specialist ($180.00 per hour) and assumed to be full-day meetings (16 total manhours).

6.08 Once the plans are completed and approved by the City, provide a final submission package including plans, technical specifications, bid documents, cost estimates, and EQR to the City.

The scope of work does not include the preparation of any detour plans. It is our understanding that traffic will be managed during construction through lane closures implemented by the contractors.

The scope of work does not include work to prepare right-of-way and/or easement maps in the event that work is required outside the current right-of-way to install the new traffic signals. If parcel maps are determined to be required, CED shall provide a scope of work for that service.

The scope does not include work to design any lighting at the intersection as part of the project.

PHASE 7.0 CONSTRUCTION PHASE

This phase involves providing support to the City during the construction phase after a construction contract is awarded.

The following tasks are proposed:

7.01 Review submittals including shop drawings furnished by the contractor. Once the submittals are approved, the submittals will be stamped and returned to the City in PDF format.

7.02 Review and respond to Request for Information (RFI) requests submitted by the contractor during the construction phase.

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Once the review is completed, issue a response to the contractor with a copy to the City in a PDF format.

7.03 Review red-line as-built of the intersection improvement work furnished by the contractor.

No inspections are included in the scope of work for Phase 7.0. It is our understanding that City staff will be performing inspections during the course of construction to verify compliance with the approved construction plans.

In addition, no work to evaluate invoices submitted by the contractor during construction or evaluate any requests for change orders has been included in the scope of work for Phase 7.0.

Project Schedule

CED will perform the work in Phases 1.0 – 7.0 in the following timelines:

Phase	Task	Timeline
1.0	Survey	30 Calendar Days*
2.0	SUE (QL-B)	30 Calendar Days*
3.0	30% Plan	45 Calendar Days
4.0	SUE (QL-A)	20 Calendar Days
5.0	Geotechnical	45 Calendar Days
6.0	60% Plan	45 Calendar Days
6.0	90% Plan	45 Calendar Days
6.0	100% Plan	30 Calendar Days
7.0	Construction Phase	Within 3 Calendar Days

* Phases 1.0 and 2.0 will be performed concurrently and will be completed entirely within 30 calendar days.

Please be advised that the timelines for Phase 3.0, as well as the preparation of the 60%, 90%, and 100% plans include time to prepare responses to City comments on the plans.

The timelines indicated above do not include time for City and KUA review time of deliverables provided for each work phase.

SCHEDULE OF FEES

All work shall be performed in accordance with the terms and provisions of the Architectural/Engineering Master Services Agreement between the City of Kissimmee and CED. The work shall be invoiced in a task based manner where individual phases (i.e. line items) shall be invoiced on an hourly basis not to exceed basis once work on that particular phase is completed by CED. The overall maximum upset fee for Phases 1.0 - 7.0 in this proposal is $160,300.00, which will not be exceeded without permission from the City.

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Phase	Description of Work	Maximum Upset Fee
Phase 1.0	Right-of-Way and Topographic Survey	$ 19,250.00
Phase 2.0	Subsurface Utility Engineering (Quality Level B (QL-B))	$ 8,725.00
Phase 3.0	30% Preliminary Design Plans	$ 36,000.00
Phase 4.0	Subsurface Utility Engineering (Quality Level A (QL-A))	$ 11,425.00
Phase 5.0	Geotechnical Exploration	$ 10,700.00
Phase 6.0	Plans, Technical Specifications, Bid Documents, Bid Item Quantities, And Construction Cost Estimates	$ 68,300.00
Phase 7.0	Construction Phase	$ 5,900.00
	Total Maximum Upset Fee	**$160,300.00**

The fees for Phases 1.0 – 7.0 include all printing and reproduction.

Assistance to CED by the City

1. The City will provide CED with access to files and allow relevant documents to be utilized.
2. The City will furnish CED with copies of survey plans, as-built plans, utility information, and other relevant documents.
3. The City will assist CED in communications with KUA during the design phase of the project.
4. The City will assist CED the day that the geotechnical exploration is performed so that the work can be completed safely by our drilling subcontractor and CED field staff.

Clarifications/Exceptions

The following are specifically excluded from the proposal:

1. Exclusions previously referenced above.
2. Surveying work over and above that indicated in Phase 1.0.
3. Structural calculations, designs, and structural plans.
4. Specialized laboratory testing.
5. Environmental exploratory work and testing.
6. Pavement cores to establish pavement depths. It is assumed that sufficient pavement depth exists to allow for milling depths that comply with City specifications.

SECTION II – BUSINESS TERMS AND CONDITIONS

All work shall be performed in accordance with the terms and provisions of the Architectural/Engineering Master Services Agreement between the City of Kissimmee and CED, dated February 20, 2024.

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SECTION III – TECHNICAL STAFF HOURLY RATE SCHEDULE

All rates shall be in accordance with the terms and provisions of the Architectural/Engineering Master Services Agreement between the City of Kissimmee and CED, dated February 20, 2024.

Technical Staff Rates 2026	
Billing Titles	**Hourly Rates**
Executive Principal	310.00
Senior Principal	270.00
Principal	240.00
Senior Technical Director	230.00
Senior Project Manager	220.00
Technical Director	200.00
Project Manager	190.00
Senior Project Specialist	180.00
Project Specialist	170.00
Technical Professional	160.00
Technical Specialist	150.00
Specialist	140.00
Senior Data Technician	130.00
Senior Technical Assistant	120.00
Technical Assistant	110.00
Field Technician	100.00
Data Technician	100.00
Survey Crew – 1 Person w/Robotic Equipment	150.00
Additional Survey Crew Member	60.00
SUE Crew (designating) – 1 Person	150.00
Additional (designating) Member	80.00
SUE Crew (locating) – 2 Person	200.00
Additional (locating) Member	80.00

Rates are effective through 12/1/2026

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SECTION IV – CLIENT AUTHORIZATION

On behalf of Public Works Department of the City of Kissimmee, I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept the foregoing terms and conditions.

Kevin Malone
Signature

Date__May 15 2026

Project manager
Title

Thank you for the opportunity to submit this proposal to you.

Sincerely,

Colliers Engineering & Design, Inc.

Paul M. Sterbenz, P.E.
Senior Principal

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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 **COLLIERS ENGINEERING & DESIGN, INC**., 1101 North Lake Destiny Road Suite 415 Maitland, Florida 32751, whose Federal Identification Number is: 22-2651610 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY requires certain architectural and/or engineering services to be performed in the City of Kissimmee; and,

WHEREAS, the CITY has solicited for these professional services via RFQ2023-006, an advertised request for qualifications (the "RFQ"), and has received numerous responsive bids thereto; and

WHEREAS, the CONSULTANT remains agreeable to providing the CITY the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the CITY and the CONSULTANT (collectively, the "Parties") hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Mayor, The City of Kissimmee Commission (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.

2.0 **CONSULTANT –SERVICES -- GENERAL**

2.1 The CONSULTANT shall provide the CITY complete architectural and engineering services necessary to provide construction documents and administration for various projects (individually a "Project" and collectively, the "Projects") throughout the Term, as may be further specifically designated and authorized by the CITY in writing. Such authorization shall be in the form of either a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO"), and all provisions of this Agreement shall apply to the CSA or CPO with full force and effect as if appearing in full within each CSA or CPO. Each CSA or CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution.

When the CONSULTANT and the CITY enter into a CSA or CPO where the term thereof expires on a date that is later than the date of this Agreement, the CONSULTANT and the CITY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA or CPO, as applicable, have been performed. Cancellation by the CITY of any remaining service prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

2.2 The CONSULTANT is not authorized to undertake any Project without a duly executed CSA or CPO, which shall specify the work to be performed. The CONSULTANT recognizes that the CITY may employ several different CONSULTANTs and engineers to perform the services described herein and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 In addition to the services described in this Section 2.0, the RFQ, the Consultant's responsive proposal thereto, and otherwise set forth and described in the body of this Agreement, the CONSULTANT may also be authorized to perform, via a duly executed CSA or CPO, any or all of those services set forth and further described in **Exhibit "B"**, attached hereto and incorporated herein (collectively, the "Services").

3.0 Project Administration Services

3.1 The CONSULTANT shall manage the CONSULTANT'S services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings, and communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT'S sub-consultants with those services provided by the CITY and the CITY'S consultants.

3.2 When Project requirements have been sufficiently identified, the CONSULTANT may be required to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and Substantial Completion of the Work.

3.3 The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

3.4 Upon request of the CITY, the CONSULTANT shall make a presentation to

explain the design of the Project to representatives of the CITY.

3.5 The CONSULTANT shall submit design documents to the CITY at intervals appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on approvals received from the CITY in the further development of the design.

3.6 The CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the CITY'S budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget, and the CITY shall cooperate with the CONSULTANT in making such adjustments.

3.7.2 Evaluations of the CITY'S budget for the Project, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the CONSULTANT'S judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the CONSULTANT'S methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY'S budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

3.7.3 In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY'S budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the CITY, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the CITY elects to revise the Project scope to reduce the Cost of the Work, then the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 **Evaluation and Planning Services**

4.1 **The CITY may furnish a program setting forth the CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.** The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or consultant services that may be reasonably needed for the Project.

4.2 The CONSULTANT shall provide a preliminary evaluation of the CITY'ssite for the Project based on the information provided by the CITY of site conditions, and the CITY'S program, schedule and budget for the Cost of the Work.

5.0 **Design Services**

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The CONSULTANT shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the CONSULTANT's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate

and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and the CONSULTANT; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of design documents shall be delivered to the CITY for review and approval, at the 50% Construction Document Phase, the 100% Construction Document to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. CITY comments shall be incorporated into the next phase of the work. CONSULTANT is entitled to rely upon CITY'S approval that the design conforms to the program at each stage. The CITY and the CONSULTANT agree that they shall not proceed to the next phase, including the Construction Phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the CITY.

6.0 **Contract Administration Services**

6.1 GENERAL ADMINISTRATION

6.1.1 The CONSULTANT shall provide administration of the Contract between the CITY and the Contractor as set forth in the CITY'S Agreement with their Contractor.

6.1.2 The CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the CITY of the final Certificate for Payment. However, the CONSULTANT may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The CONSULTANT shall be a representative of, and shall advise and consult with, the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6.0 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.

6.1.5 The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the CITY'S behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 The CONSULTANT shall interpret and decide matters concerning performance of the CITY and Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

6.1.8 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

6.1.9 The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the CITY and CONSULTANT as provided in the Contract Documents. However, the CITY'S decisions on matters

relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become generally familiar with and to keep the CITY informed in writing about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the CONSULTANT and Contractor shall communicate through the CITY. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT. The CONSULTANT shall respond to the CITY with the CONSULTANT'S written responses or correspondence within a reasonable length of time.

6.2.5 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT, with the CITY'S approval, will have authority to require inspection or testing of the Work in

accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the CONSULTANT requires inspection or testing of the Work without the CITY'S prior approval, the Work is deemed acceptable, the CONSULTANT will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such

reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The CONSULTANT shall prepare Construction Change Directives and assist the City with the preparation of change orders and allowance authorizations for the CITY'S approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional

drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the CITY that the requested change be denied.

6.5.3 If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.

6.5.4 The CONSULTANT shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The CONSULTANT shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the CITY, for the CITY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The CONSULTANT'S inspection shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CONSULTANT of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The CONSULTANT shall receive from the Contractor and forward to the CITY: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits,

receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

7.0 **Facility Operation Services**

7.1 The CONSULTANT shall meet with the CITY or the CITY'S Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the CITY and the CITY'S Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

8.0 **Additional Services**

8.1 The CONSULTANT may be authorized, via a duly executed CSA or CPO, to perform any or all of the additional services as set forth and further described on **Exhibit "B"**.

8.2 The following minimum Design and Contract Administration Services shall be provided by the CONSULTANT without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CONSULTANT.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services shall be provided by the CONSULTANT as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by CITY;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the CITY'S consultants or contractors and making subsequent revisions to the Instruments of Service, with prior approval by CITY.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the CITY after the Guaranteed Maximum Price is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the CITY.

8.4 The CONSULTANT shall furnish or provide the following services only if specifically designated:

8.4.1 Programming
8.4.2 Land Survey Services
8.4.3 Geotechnical Services
8.4.4 Space Schematics/Flow Diagrams
8.4.5 Existing Facilities Surveys
8.4.6 Economic Feasibility Studies
8.4.7 Site Analysis
8.4.8 Environmental Studies and Reports
8.4.9 User-Supplied Data
8.4.10 Schedule Development and Monitoring
8.4.11 Civil Design
8.4.12 Landscape Design
8.4.13 Interior Design
8.4.14 Value Analysis
8.4.15 Cost Estimating
8.4.16 On-Site Project Representation
8.4.17 Construction Management
8.4.18 Start-up Assistance
8.4.19 Record Drawings
8.4.20 Post-Contract Evaluation
8.4.21 Tenant-Related Services
8.4.22 Underground Field Drainage

9.0 **Compensation**

9.1 In consideration of the Services provided by the CONSULTANT pursuant to this Agreement, the CITY shall pay CONSULTANT compensation which may be negotiated as either a not-to-exceed price or a lump sum amount, in the CITY's sole discretion.

9.2. In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "A"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

9.3 All invoices must reference this Agreement number, using an invoice form approved by the CITY.

9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be delivered to:

The City of Kissimmee
Public Works & Engineering
Attention: Facilities Management Director
101 Church Street
Kissimmee, FL 34741

9.5 In order for both parties herein to close their books and records for a particular Project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY for such Project. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

9.6 Payment of the final invoice for any particular Project shall not constitute evidence of the CITY's acceptance of the Work or Services.

9.7 Pursuant to Section 9.2, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction.

9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the CONSULTANT. The amendment shall be based upon 7% of the additional cost of the work that has been added to the project where the CONSULTANT participated in

the design process.

9.9 If the services of the CONSULTANT are changed as described in Section 47.2.1 or 47.2.2, the CONSULTANT'S compensation shall be adjusted. Such adjustment shall be computed as a fixed fee on a task-by-task basis, or, in the discretion of the CITY, in an otherwise equitable manner. Adjustments to the CONSULTANT'S compensation may be approved by the Facilities Management Director, providing the compensation adjustment does not exceed the amount specified in the applicable CSA or CPO.

9.10 Forty (40) calendar days shall be allowed for the CITY's inspection and approval of the goods and services for which any invoice has been submitted.

9.11 No deduction shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

9.12 If any work designed or specified by the CONSULTANT during any phase of service is abandoned or suspended in whole or in part, the CONSULTANT is to be paid for the service performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 **Reimbursable Expense**

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Osceola County)

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, for pre-approved out-of-county travel (excluding travel from home offices located outside of Osceola County to the Osceola County line).

10.4 Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Kissimmee Public Works and Engineering Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The CITY shall reimburse the CONSULTANT for any documents required over and above the number specified in this Agreement per the City's Reimbursable Schedule that is attached hereto as **Exhibit "C"**.

11.0 Project Team

11.1 The Project Team, including the CITY'S Designated Representative and the CONSULTANT's Designated Representative, shall be as specified in the applicable CSA or CPO.

11.2 The Commission (the "Board") hereby authorizes the CITY'S Designated Representative to act as the Board's agent and execute documents associated with a particular project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and permits from applicable agencies.

11.3 The persons or entities, in addition to the CITY'S Designated Representative, who have rights to review the CONSULTANT'S submittals to the CITY, shall be as specified in the applicable CSA or CPO.

11.4 The CITY'S other consultants and the CONSULTANT'S sub-consultants or any other person or entity retained at the CONSULTANT's expense shall be as specified in the applicable CSA or CPO.

12.0 Consultant's Standard of Care

12.1 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance of the CONSULTANT'S services which initially shall be consistent with the time periods established in the applicable CSA or CPO and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the CITY'S review, for the performance of the CITY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. The CONSULTANT or CITY shall not, except for reasonable cause, exceed time limits established by this schedule approved by the

CITY.

12.2 The CONSULTANT'S Designated Representative, identified in the applicable CSA or CPO, shall be authorized to act on the CONSULTANT'S behalf with Respect to the Project.

12.3 The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT'S consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the CITY.

12.4 Except with the CITY'S knowledge and prior express written consent, the CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S professional judgment with respect to the Project.

12.5 The CONSULTANT shall review laws, codes and regulations applicable to the CONSULTANT'S services. The CONSULTANT shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The CONSULTANT shall use skilled and competent personnel to perform the services.

13.0 **Insurance**

13.1 General Provisions

13.1.1 The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY .

13.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of the CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 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;

13.1.4 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.

13.1.5 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.6 All CONSULTANT's sub-consultants shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

13.1.7 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.

13.1.8 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

13.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:
Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:
Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.4 Professional Liability Insurance. $2,000,000 for design errors and omissions, exclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific Project and time frame.

13.5 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each Project if required and agreed to under the applicable CSA or CPO for the Project.

13.6 Worker's Compensation. CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. $1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CITY and the CONSULTANT agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CITY) protect and hold the CITY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), and including, without limitation, any liability or loss resulting from judgments or claims for personal injury, including death, or damage to any property whatsoever, which directly or indirectly result from or arise in connection with (i) the failure of the CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's sole negligence.

14.2.2 The CITY's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 **Independent Contractor**

15.1 The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance.

15.3 The CONSULTANT shall work closely with the CITY in performing Services under this Agreement.

15.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

15.5 The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 **Subcontracting**

18.1 The CITY reserves the right to accept the use of any proposed subcontractor or sub-consultant of the CONSULTANT (for purposes of this Section 18.0 referred to as a "subcontractor"), or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

18.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

19.0 **Federal and State Taxes**

19.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

20.0 **Public Entity Crimes**

20.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes apply to the CONSULTANT, relating to conviction for a public entity crime.

21.0 **CITY's Responsibilities**

21.1 The CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY's possession that may reasonably be required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the CITY.

22.0 **Termination of Agreement**

22.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

22.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT.

22.3 Unless the CONSULTANT is in breach of this Agreement, the

CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the CITY, the CONSULTANT shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

23.0 **Uncontrollable Forces (Force Majeure)**

23.1 Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

23.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

24.0 **Governing Law and Venue**

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Osceola County.

25.0 **Non-Discrimination**

25.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 **Waiver**

26.1 A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 **Severability**

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 **Entirety of Agreement**

28.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those

stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

29.0 **Modification**

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the CITY and the CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both Parties.

30.0 **Successors and Assigns**

30.1 The CITY and the CONSULTANT each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other Party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment, which approval may be withheld in the CITY's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the City of Kissimmee Commission by executed amendment.

31.0 **Contingent Fees**

31.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 **Truth-In-Negotiation Certificate**

32.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Certificate within one (1) year following payment.

33.0 **Ownership of Documents**

33.1 The CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. The CONSULTANT is not liable for any damages, injury or costs associated with the CITY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

34.0 **Access and Audits**

34.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the City Auditor to the Commission shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 **Notice**

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City: **City of Kissimmee**
Public Works & Engineering Department
Facilities Management Division
101 Church Street
Kissimmee, FL 34741
Attn: Purchasing Director

As to Consultant:

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the CITY.

36.0 **Service of Process**

As to City: City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

As to Consultant: Colliers Engineering & Design, Inc.

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 **Liquidated Damages**

39.1 The parties hereto agree that liquidated damages, in lieu of actual damages and in the amount stated in the applicable CSA or CPO, will be assessed against the CONSULTANT, as the CITY's remedy and not as a penalty, for CONSULTANT'S failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in the proportion to CONSULTANT'S fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT'S reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as it would be difficult or impossible to accurately determine the amount of actual damages the CITY would or may incur as a consequence of the CONSULTANT's failure described above.

40.0 **Unauthorized Alien(s)**

40.1 The CONSULTANT shall not employ or utilize unauthorized aliens in the performance of the Services. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of this Agreement.

40.2 To verify employee eligibility, the CONSULTANT may avail itself of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

41.0 **Limitation of Liability**

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 **Default and Remedy**

42.1 If the CONSULTANT materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the CONSULTANT, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the CITY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CITY receives written notice of the default from the CONSULTANT, then the CONSULTANT shall have the right to immediately terminate this Agreement by delivering written notice to the CITY. Upon any such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all Services performed through the date of Agreement termination.

43.0 **Attorneys' Fees and Costs**

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 **Public Records Law**

44.1 CONSULTANT acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement.

44.2 CONSULTANT shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software,

or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

44.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the CITY.

44.4 Questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, shall be directed to the CITY's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

45.0 **Americans with Disabilities Act**

45.1 The CONSULTANT shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but CITY shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). CITY and CONSULTANT further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the CONSULTANT to make the required modifications, such modifications shall be considered as Contingent Additional Services. Further, CITY acknowledges, that the ADA, including ADAAG, is a new law presenting numerous difficult interpretation issues. Accordingly, the CONSULTANT shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, any CSA or CPO issued hereunder, the CITY'S contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the CITY of all elements of the Project designed or specified by the CONSULTANT.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the CITY and equipment designed,

specified, selected or specially provided for by the CONSULTANT, including the costs of management or supervision of construction or installation provided by a separate construction manager or CONSULTANT.

46.2.2 The Cost of the Work does not include the compensation of the CONSULTANT and the CONSULTANT'S sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the CITY.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Project is completed, in accordance with the contract documents and certified as such by the CITY and CONSULTANT.

46.3.2 The Project is suitable for full use and occupancy as determined by the CITY and CONSULTANT.

46.3.3 All Punchlist items have been completed or otherwise disposed of or accounted for to the CITY'S satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the CITY.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the CITY during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the CONSULTANT.

46.6 **Substantial Completion** means the Contractor has ascertained that the work or portions thereof is ready for the CITY and CONSULTANT substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the CITY and CONSULTANT prior to this inspection. After the CITY'S and CONSULTANT's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the CITY'S review. The CITY and CONSULTANT will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the CONSULTANT, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the CITY can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT'S sub-consultants are Instruments of Service for use solely with respect to this Project. The CONSULTANT and the CONSULTANT'S sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the CONSULTANT grants to the CITY a nonexclusive license to reproduce the CONSULTANT'S Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the CITY shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the CONSULTANT'S sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the CITY shall refrain from making further reproductions of Instrument of Service. If and upon the date the CONSULTANT is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CITY to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The CITY shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT. However, the CITY shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet

official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and the CONSULTANT'S sub-consultants. The CITY agrees to pay the CONSULTANT a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The CITY shall not be responsible to pay the CONSULTANT for the use of the designs, drawings or specifications when used for reference purposes only.

47.1.4 If the CONSULTANT is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the CONSULTANT shall be the official records of the CONSULTANT'S service provided upon completion of the services and payment in full. The CITY shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the CONSULTANT harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the CITY without the CONSULTANT'S consent. Under no circumstances shall transfer of drawings and other instruments of service on electronic media for use by the CITY, be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the CONSULTANT, including services required of the CONSULTANT'S sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the CONSULTANT'S control, or if the CONSULTANT'S services are affected as described in Section 47.2B-2. In the absence of mutual agreement in writing, the CONSULTANT shall notify the CITY prior to providing such services. If the CITY deems that all or part of such Change in Services is not required, the CITY shall give prompt written notice to the CONSULTANT, and the CONSULTANT shall have no obligation to provide those services. Except for a change due to fault of the CONSULTANT, Change in Services of the CONSULTANT shall entitle the CONSULTANT to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the CONSULTANT'S services for the Project, the CONSULTANT shall be entitled to an appropriate adjustment in the CONSULTANT'S schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the CITY that constitute material changes to the Project parameters set forth above

and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the CITY'S schedule or budget, or procurement method;

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the CONSULTANT's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, CITY may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the CITY choose to make this selection, it shall not be considered Fast Track, or in any way relieve the CONSULTANT of its responsibilities and obligations set forth herein.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Attest:

Linda Hansell
CITY CLERK

By: Linda S. Hansell
City Clerk

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 OfficeDate

CONSULTANT

Attest:

Corporate Secretary Brian E. Curtis, Esq.
VP/Secretary/General Counsel

By: _____
Michael Ehrhart, PSM

Title: Principal Associate

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16th day of January 2024, by means of ☐ physical presence or ☒ online notarization, by (*name of person*) Michael Ehrhart as Principal Associate (type of authority) for (name of party on behalf of whom instrument was executed) for Colliers Engineering & Deisgn, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Michelle F Eguia
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG977207
Expires 4/8/2024

Notary: MF Eguia
Print Name: Michelle Eguia
My Commission Expires: 4/28/24

EXHIBIT "A"

HOURLY RATE SCHEDULE

Colliers
Engineering & Design

Technical Staff Rates 2024	
Billing Titles	**Hourly Rates**
Executive Principal	310.00
Senior Principal	270.00
Principal	240.00
Senior Technical Director	230.00
Senior Project Manager	220.00
Technical Director	200.00
Project Manager	190.00
Senior Project Specialist	180.00
Project Specialist	170.00
Technical Professional	160.00
Technical Specialist	150.00
Specialist	140.00
Senior Data Technician	130.00
Senior Technical Assistant	120.00
Technical Assistant	110.00
Field Technician	100.00
Data Technician	100.00
Survey Crew – 1 Person w/Robotic Equipment	150.00
Additional Survey Crew Member	60.00
SUE Crew (designating) – 1 Person	150.00
Additional (designating) Member	80.00
SUE Crew (locating) – 2 Person	200.00
Additional (locating) Member	80.00

Rates are effective through December 31, 2024

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 Brian E. Curtis, Esq.
VP/Secretary/General Counsel

CONSULTANT

By: _____
Michael Ehrhart, PSM

Title: Principal Associate

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16th day of January, ~~2023~~ 2024, by means of ☐ physical presence or ☒ online notarization, by (*name of person*) Michael Erhart as (type of authority) Principal Associate for (name of party on behalf of whom instrument was executed) for Colliers Engineering & Design, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Michelle F Eguia
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG977207
Expires 4/8/2024

Notary: MF Eguia
Print Name: Michelle Eguia
My Commission Expires: 4/8/24

ITEM 7.G
State Housing Initiatives Partnership (SHIP) Funding for Fiscal Year 2026-2027

Request

Approval to accept State Housing Initiatives Partnership (SHIP) Program annual funding in the amount of $609,218 (SHIP26).

Explanation

The City of Kissimmee was allocated $609,218 from the Florida Housing Finance Corporation (FHFC) to fund the State Housing Initiatives Partnership (SHIP) Program. These funds fall under the Local Housing Assistance Plan (LHAP) that covers fiscal years 2026-2029. The encumbrance deadline for these funds is June 30, 2027, and the expenditure deadline is June 30, 2028.

Recommendation

Acceptance of the State Housing Initiatives Partnership (SHIP) Program annual funding in the amount of $609,218 (SHIP26).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. Allocation Chart for SHIP FY26-27

SHIP 2026-2027 $ 165,670,000

SHIP allocation based on HB 5001E

Local Government	County Total	County Share/ City Share
ALACHUA	2,080,643	1,026,173
Gainesville		1,054,470
BAKER	350,000	350,000
BAY	1,402,053	1,135,102
Panama City		266,951
BRADFORD	350,000	350,000
BREVARD	4,649,435	2,504,650
Cocoa		149,712
Melbourne		616,050
Palm Bay		1,022,876
Titusville		356,147
BROWARD	13,831,387	2,456,454
Coconut Creek		402,493
Coral Springs		944,684
Davie		748,278
Deerfield Beach		608,581
Fort Lauderdale		1,334,729
Hollywood		1,089,913
Lauderhill		518,677
Margate		408,026
Miramar		976,496
Pembroke Pines		1,189,499
Plantation		683,271
Pompano Beach		803,604
Sunrise		681,887
Tamarac		510,378
Weston		474,417
CALHOUN	350,000	350,000
CHARLOTTE	1,565,979	1,422,692
Punta Gorda		143,287
CITRUS	1,165,182	1,165,182
CLAY	1,666,179	1,666,179
COLLIER	2,882,239	2,749,080
Naples		133,159
COLUMBIA	509,316	509,316
DE SOTO	350,000	350,000
DIXIE	350,000	350,000
DUVAL	7,500,549	7,500,549
ESCAMBIA	2,353,907	1,969,279
Pensacola		384,628
FLAGLER	978,450	211,247

Local Government	County Total	County Share/ City Share
GADSDEN	350,000	350,000
GILCHRIST	350,000	350,000
GLADES	350,000	350,000
GULF	350,000	350,000
HAMILTON	350,000	350,000
HARDEE	350,000	350,000
HENDRY	354,529	354,529
HERNANDO	1,483,976	1,483,976
HIGHLANDS	755,246	755,246
HILLSBOROUGH	10,948,330	8,080,962
Tampa		2,867,368
HOLMES	350,000	350,000
INDIAN RIVER	1,210,712	1,210,712
JACKSON	359,058	359,058
JEFFERSON	350,000	350,000
LAFAYETTE	350,000	350,000
LAKE	3,109,972	3,109,972
LEE	5,829,023	3,572,025
Cape Coral		1,548,189
Fort Myers		708,809
LEON	2,135,312	699,742
Tallahassee		1,435,570
LEVY	354,529	354,529
LIBERTY	350,000	350,000
MADISON	350,000	350,000
MANATEE	3,251,173	2,844,126
Bradenton		407,047
MARION	3,023,440	2,528,503
Ocala		494,937
MARTIN	1,165,182	1,165,182
MIAMI-DADE	12,479,614	7,789,775
Hialeah		1,029,568
Homestead		379,380
Miami		2,122,782
Miami Beach		370,645
Miami Gardens		515,408
North Miami		272,056
MONROE	595,849	595,849
NASSAU	750,717	750,717
OKALOOSA	1,579,646	1,207,640
Crestview		221,466

Local Government	County Total	County Share/ City Share
ORANGE	10,665,928	8,300,225
Orlando		2,365,703
OSCEOLA	3,369,568	2,265,360
Kissimmee		609,218
St. Cloud		494,990
PALM BEACH	10,811,738	7,743,366
Boca Raton		700,601
Boynton Beach		576,266
Delray Beach		480,041
Wellington		429,226
West Palm Beach		882,238
PASCO	4,499,096	4,499,096
PINELLAS	6,726,288	3,466,056
Clearwater		823,298
Largo		585,187
St. Petersburg		1,851,747
POLK	5,883,691	4,594,574
Lakeland		866,668
Winter Haven		422,449
PUTNAM	545,789	545,789
ST. JOHNS	2,422,243	2,422,243
ST. LUCIE	2,750,176	575,887
Fort Pierce		358,348
Port St. Lucie		1,815,941
SANTA ROSA	1,470,309	1,470,309
SARASOTA	3,392,374	2,986,985
Sarasota		405,389
SEMINOLE	3,451,572	3,451,572
SUMTER	1,146,986	1,146,986
SUWANNEE	354,529	354,529
TAYLOR	350,000	350,000
UNION	350,000	350,000
VOLUSIA	4,207,636	2,906,635
Daytona Beach		613,473
Deltona		687,528
WAKULLA	350,000	350,000
WALTON	636,850	636,850
WASHINGTON	350,000	350,000
TOTAL	160,006,400	160,006,400
DR Holdback		5,000,000
Catalyst Program		663,600

6/8/2026

SHIP 2026-2027 $ 165,670,000

SHIP allocation based on HB 5001E

Local Government	County Total	County Share/ City Share
Palm Coast		767,203
FRANKLIN	350,000	350,000

Local Government	County Total	County Share/ City Share
Fort Walton Beach		150,540
OKEECHOBEE	350,000	350,000

Local Government	County Total	County Share/ City Share
Total appropriation		**165,670,000**

ITEM 7.H
Additional State Housing Initiatives Partnership (SHIP) Program Funding for FY2025-2026

Request

Approval to accept additional State Housing Initiatives Partnership (SHIP) Program funding in the amount of $22,598.10 and amend the FY2025-2026 budget for the proposed use of the funds (SHIP25).

Explanation

The City of Kissimmee has received two additional allocations of State Housing Initiatives Partnership (SHIP) funds that must be incorporated into the original Fiscal Year (FY) 2025–2026 SHIP allocation to reflect the revised funding amount.

The first allocation, totaling $19,649, was received after the Florida Housing Finance Corporation (FHFC) released disaster funding that had not been allocated to declared disasters. FHFC subsequently redistributed these funds to eligible SHIP local governments, including the City of Kissimmee.

The second allocation, totaling $2,949.10, was received through program income generated when an Owner-Occupied Rehabilitation Program participant refinanced their home and satisfied the City's second mortgage.

The combined additional funding of $22,598.10 increases the City's FY 2025–2026 SHIP allocation and must be incorporated into the budget. The commitment deadline for these funds is June 30, 2027, and the expenditure deadline is June 30, 2028.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11200335 335500	SHIP2025	Increase		$19,649
11225103 503434	SHIP2025 Rehab Const String	Increase		$19,649
11200335 335500	SHIP2025	Increase		$2,949.10
11225103 503434	SHIP2025 Rehab Const String	Increase		$2,949.10

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant funded project.

Recommendation

Acceptance of additional State Housing Initiatives Partnership (SHIP) Program funding in the amount of $22,598.10 and amend the FY2025-2026 budget for the proposed use of the funds (SHIP25).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. 2025 26 SHIP Disbursement

FLORIDA HOUSING FINANCE CORPORATION

SHIP 2025-2026, SHIP Payment #5 Unused DR Funds

TOTAL AMOUNT: $ 5,000,000

Local Government	County Share/ City Share
ALACHUA	36,095
Gainesville	37,061
BAKER	-
BAY	41,783
Panama City	10,012
BRADFORD	-
BREVARD	84,444
Cocoa	5,037
Melbourne	20,958
Palm Bay	33,450
Titusville	12,054
BROWARD	79,947
Coconut Creek	13,041
Coral Springs	30,562
Davie	24,288
Deerfield Beach	19,762
Fort Lauderdale	42,885
Hollywood	35,043
Lauderhill	16,894
Margate	13,219
Miramar	31,548
Pembroke Pines	38,628
Plantation	22,271
Pompano Beach	25,946
Sunrise	22,137
Tamarac	16,536
Weston	15,416
CALHOUN	-
CHARLOTTE	50,384
Punta Gorda	5,412
CITRUS	34,952
CLAY	48,647
COLLIER	88,389
Naples	4,408
COLUMBIA	15,340
DE SOTO	-
DIXIE	-
DUVAL	247,929
ESCAMBIA	62,118
Pensacola	12,186
FLAGLER	8,056
Palm Coast	28,413
FRANKLIN	-

Local Government	County Share/ City Share
GADSDEN	4,632
GILCHRIST	-
GLADES	-
GULF	-
HAMILTON	-
HARDEE	-
HENDRY	4,632
HERNANDO	55,461
HIGHLANDS	28,638
HILLSBOROUGH	267,433
Tampa	95,139
HOLMES	-
INDIAN RIVER	40,998
JACKSON	4,963
JEFFERSON	-
LAFAYETTE	-
LAKE	108,310
LEE	117,209
Cape Coral	51,017
Fort Myers	23,354
LEON	23,143
Tallahassee	46,798
LEVY	4,798
LIBERTY	-
MADISON	-
MANATEE	91,860
Bradenton	13,267
MARION	79,775
Ocala	15,856
MARTIN	34,787
MIAMI-DADE	252,478
Hialeah	33,570
Homestead	12,240
Miami	68,028
Miami Beach	12,119
Miami Gardens	16,805
North Miami	8,726
MONROE	18,840
NASSAU	28,138
OKALOOSA	34,387
Crestview	6,014
Fort Walton Beach	4,246
OKEECHOBEE	-

Local Government	County Share/ City Share
ORANGE	279,479
Orlando	79,610
OSCEOLA	69,255
Kissimmee	19,649
St. Cloud	15,224
PALM BEACH	253,873
Boca Raton	23,027
Boynton Beach	18,883
Delray Beach	15,588
Wellington	14,171
West Palm Beach	28,732
PASCO	150,777
PINELLAS	120,625
Clearwater	28,480
Largo	20,170
St. Petersburg	64,175
POLK	145,709
Lakeland	27,980
Winter Haven	13,093
PUTNAM	20,972
ST. JOHNS	86,785
ST. LUCIE	18,315
Fort Pierce	11,507
Port St. Lucie	57,479
SANTA ROSA	50,329
SARASOTA	93,606
Sarasota	12,885
SEMINOLE	110,156
SUMTER	41,635
SUWANNEE	4,798
TAYLOR	-
UNION	-
VOLUSIA	97,407
Daytona Beach	20,103
Deltona	23,271
WAKULLA	-
WALTON	19,340
WASHINGTON	-

ITEM 7.I
FY 2026 COPS Law Enforcement Mental Health and Wellness Act Program Grant

Request

Request approval to apply for the FY 2026 COPS Law Enforcement Mental Health and Wellness Act Program Grant from the U.S. Department of Justice (Grant # LEMHWA26).

Explanation

Staff requests approval to submit an application for the Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant to support the development of a formal Peer Support Program and a comprehensive wellness initiative addressing all dimensions of wellness for sworn and civilian personnel. The Law Enforcement Mental Health and Wellness Act (LEMHWA) grant program, administered through the U.S. Department of Justice, supports law enforcement agencies in implementing innovative strategies to improve mental health services, peer support systems, and overall officer wellness.
If awarded, funding will be used to establish and sustain a Peer Support Program and expand a holistic wellness framework that includes, but is not limited to:

Peer Support Program Development

- Selection, training, and certification of peer support team members.
- Trauma-informed peer support and crisis intervention training.
- Mental health first aid and suicide prevention training.
- Development of response protocols following critical incidents.
- Confidential support structure for sworn and civilian personnel.

Training and Professional Development

- Attendance at regional and national wellness and peer support conferences.
- Specialized training in resilience, trauma response, and leadership wellness.
- Supervisor training to support early intervention and referral practices.

Comprehensive Wellness Programming (All Dimensions of Wellness)

- Physical Wellness: fitness programs, injury prevention, nutrition education, and health screenings.
- Emotional Wellness: stress management, counseling resources, and emotional resilience training.
- Mental/Intellectual Wellness: training, continuing education, and cognitive resilience strategies.
- Social Wellness: peer support networks, team-building initiatives, and family engagement resources.
- Occupational Wellness: leadership development, job satisfaction initiatives, and career development pathways.
- Financial Wellness: financial literacy resources and planning support services.
- Spiritual Wellness: purpose-driven resilience programming and mindfulness-based practices.
- Environmental Wellness: healthy work environment improvements and supportive workplace design initiatives.

Program Goals:

- Establish a sustainable peer-driven support system within the agency.
- Strengthen early intervention and crisis response capabilities.
- Promote a culture of wellness and reduce stigma surrounding mental health.
- Enhance officer resilience, retention, and overall readiness.
- Integrate wellness into organizational culture across all ranks and divisions.
- Align agency practices with national best practices in first responder wellness.

Recommendation

Approve the application for the FY 2026 COPS Law Enforcement Mental Health and Wellness Act Program Grant from the U.S. Department of Justice

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. FY 2026 COPS Law Enforcement Mental Health and Wellness Act (LEMHWA) Program

OMB No. 1103-0098
Approval Expires: 05/31/2028

FY 2026 COPS LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT (LEMHWA) PROGRAM

Grants.gov Funding Opportunity Number: **O-COPS-2026-172553**

Application Deadlines in Eastern Time (ET):

1: Complete SF-424 and Submit in Grants.gov: **July 30, 2026, by 4:59 p.m. ET**

2: Submit full application in JustGrants: **August 5, 2026, by 4:59 p.m. ET**

COPS
Community Oriented Policing Services
U.S. Department of Justice

Contents

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2. Eligibility 8
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1. BASIC INFORMATION

Purpose of the Funding

The Office of Community Oriented Policing Services (COPS) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing and the Administration's priority of Making America Safe Again by supporting the nation's state, local, territorial and Tribal law enforcement agencies through information and grant resources.

This is a notice of funding opportunity (NOFO) for the FY26 Law Enforcement Mental Health and Wellness Act (LEMHWA) Program. The mental health and wellness of law enforcement officers and their families is a priority of the Administration. Through the LEMHWA program, the Department of Justice supports this priority by providing funding directly to state, local, tribal, and territorial (SLTT) law enforcement agencies to implement new or enhance existing programs that offer training and services to support officers' emotional and mental health, including counseling programs, peer mentoring, suicide prevention, stress reduction, and police officer family services.

As community policing is common sense policing, throughout the FY26 LEMHWA program NOFO materials, the terms "community policing" and "common sense policing" are used interchangeably, unless otherwise specified.

Through this NOFO, the COPS Office seeks to increase the delivery of and access to mental health and wellness services in the following **three funding categories**:

Category 1: FY26 Start-up LEMHWA Implementation Projects

- The purpose of this program is to provide funding to law enforcement agencies that do not have established law-enforcement specific mental health and wellness programming. These funds will serve as start-up funding to support the development of new mental health and wellness services and programming for employees of law enforcement agencies and their families. This program also serves to increase grant funding accessibility for small and understaffed departments, especially those in rural communities, to implement mental health and wellness programs.
- Implementation of peer support, training, family resources, suicide prevention, stress reduction, clinical support, and other promising practices for wellness programs are highly encouraged.
- Agencies that currently offer rudimentary or limited wellness services and are seeking to develop a comprehensive wellness program for their department are encouraged to apply.

Requirements

Programs must focus on the launch of peer support, training, suicide prevention, stress reduction, clinical support, and other promising practices for wellness initiatives in agencies that do not currently have a comprehensive program. This may include agencies that offer rudimentary or limited programming and are seeking to develop a comprehensive wellness strategy for their department. Programs may serve sworn law enforcement, civilian staff, and families of agency members.

The application answers should address the following objectives:

- How the proposed program activities will support wellness in the agency or agencies served
- The intended service area and size of the program (e.g., one agency, more than one agency)
- Reported outcomes of the program activities
- Plans for how the program will be implemented
- The privacy protections that will be put in place for anyone using the support services

Applicants may familiarize themselves with the program by reviewing the following resources when designing new programs in support of wellness in their agencies:

- Law Enforcement Mental Health and Wellness Act: Report to Congress
- Best Practices and Professional Standards for Peer Support Counseling Programs for First Responder Agencies: Report to Congress 2024
- Implementing Peer Support Services in Small and Rural Law Enforcement Agencies
- Officer Safety and Wellness Group Meeting Summary: Addressing Four OSW Pillars in Smaller and Rural Communities
- Promising Strategies for Strengthening Police Department Wellness Programs: Findings and Recommendations from the Officer Safety and Wellness Technical Assistance Project
- Developing a Critical Incident Peer Support Program: Model Policy

Projects Out of Scope

- Applicants that are not state, local, tribal, or territorial law enforcement agencies will not be considered.

- Projects that do not offer the delivery of and access to mental health and wellness services for sworn law enforcement, civilian staff, or families of agency members will not be considered.
- Projects that exclusively seek to purchase technology, software/mobile applications, or equipment without offering broader training, programming, or services to support those tools will not be considered.
- Projects focused solely on health screenings or fitness programs are out of scope.
- Projects that budget more than 40 percent of their funding for generally unallowable costs such as vehicles, food, exercise and recreational equipment, and promotional items such as gifts and souvenirs, as outlined in this Notice of Funding Opportunity, will not be considered.

Category 2: FY26 Enhanced LEMHWA Implementation Projects

- The purpose of this program is to provide funding to law enforcement agencies who have current wellness programs in place and are seeking to enhance or expand upon those existing wellness programs.

Requirements

- Programs must focus on the enhancement or expansion of existing peer support, training, family resources, suicide prevention, stress reduction, clinical support, and other promising practices for wellness programs. Programs may serve sworn law enforcement, civilian staff, and families of agency members. Existing LEMHWA awardees are eligible to apply but requests for new funding should not be for the continuation of current or past projects. The expansion of both the content and quantity of wellness services is encouraged. The COPS Office welcomes applications from a single agency or multiple agencies as a collaboration.
- The application answers should address the following objectives:
    - How the proposed project will enhance or expand your current wellness activities/program
    - How the proposed program activities will support wellness in the agency or agencies served
    - The intended service area and size of the program (e.g., one agency, more than one agency)
    - Reported outcomes of the program activities
    - Plans for how the program will be implemented

- › The privacy protections that will be put in place for anyone using the support services

Projects Out of Scope

- Applicants that are not state, local, tribal, or territorial law enforcement agencies will not be considered.
- Projects that do not expand or enhance the delivery of and access to existing mental health and wellness services for sworn law enforcement, civilian staff, or families of agency members will not be considered.
- Projects that exclusively seek to purchase technology, software/mobile applications, or equipment without offering broader training, programming, or services to support those tools will not be considered.
- Projects focused solely on health screenings or fitness programs are out of scope.
- Projects that budget more than 40 percent of their funding for generally unallowable costs such as vehicles, food, exercise and recreational equipment, and promotional items such as gifts and souvenirs, as outlined in this Notice of Funding Opportunity, will not be considered.

Category 3: FY26 LEMHWA Community of Practice Initiative

- The purpose of this initiative is to provide support to current and future LEMHWA grantees, that include peer support and technical assistance through the development and facilitation of an innovative forum where grantees can learn from their peers and share promising practices.

Requirements

- The application narrative should address the following objectives:
  - › Describe how the proposed program activities will support a Community of Practice for existing and new LEMHWA grantees to support successful implementation of their proposed programs.
  - › Identify relevant performance measures to ensure the successful implementation of the proposed activities.
  - › Demonstrate experience and capacity supporting law enforcement agencies implementation of similar initiatives.
- Provide a comprehensive management and implementation plan for the development of a Community of Practice and for the provision of technical assistance for both new and existing LEMHWA grantees.

- This plan should address how the applicant will integrate a new Community of Practice forum with the currently existing forum (comprising a discussion board and library) currently hosted in a Higher Logic environment.

Projects Out of Scope

- Applicants that are not for-profit organizations, nonprofit organizations, institutions of higher education, community groups, or faith-based organizations will not be considered.
- Projects that are not national in focus will not be considered.
- Projects that do not provide a community forum and technical assistance focused on building the capacity of state, local, tribal, and territorial agencies to officer emotional and mental health support, suicide prevention, and peer and officer family support services will not be considered.
- Projects that focus solely on health screenings or fitness programs will not be considered.
- Projects that budget more than 40 percent of their funding for generally unallowable costs will not be considered.

See the Eligible Applicants section for eligibility details.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.070
Statutory Authority	Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.
Grants.gov Opportunity Number	O-COPS-2026-172553
Expected Total Amount of Funding for this Funding Opportunity	$9,000,000
Anticipated Number of Awards	**Category1: FY26 Start-up LEMHWA Implementation Projects**

Anticipated Award Amount Award Type	• Anticipated Number of Awards: Up to 18 • Anticipated Award Amount: Up to $250,000 • Award Type: Grant **Category2: FY26 Enhanced LEMHWA Implementation Projects** • Anticipated Number of Awards: Up to 18 • Anticipated Award Amount: Up to $250,000 • Award Type: Grant **Category3: FY26 LEMHWA Community of Practice Initiative** • Anticipated Number of Awards: 1 • Anticipated Award Amount: Up to $250,000 • Award Type: Cooperative Agreement
Expected Award Period(s)	24 months, October 1, 2026.

Key Dates and Times

NOFO Release Date	June 9, 2026
Pre-application Webinar	April 14, 2026
Step 1: Grants.gov Deadline	04:59 p.m. ET on July 30, 2026
Step 2: JustGrants Deadline	04:59 p.m. ET on August 5, 2026
Anticipated Notification Date	On or after October 1, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The following types of entities are eligible to apply for this funding opportunity:

Category 1: FY26 Start-up LEMHWA Implementation Projects and Category 2: FY26 Enhanced LEMHWA Implementation Projects

Eligibility is limited to is limited to state, local, tribal, and territorial law enforcement agencies. Agencies must have primary law enforcement jurisdiction within their area of responsibility. Agencies that respond only to certain types of crimes, such as statewide investigative agencies, or only to crimes occurring within correctional institutions, are ineligible. Applicants that have received LEMHWA funding in the past are ineligible for awards under this category.

- Government Entities
    - › State governments

  - County governments
  - City or township governments
  - Special district governments
  - Native American Tribal governments (federally recognized)
  - Native American Tribal governments (other than federally recognized)
- Other

"Other" Entities Definition(s)

- **State Government Entities:** For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.
- **Other Units of Local Government:** For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

Category 1 applicants – Please Note: Prior existence of a chaplaincy program or an EAP program does not disqualify applicants from seeking programming under this funding opportunity.

Category 2 applicants – Please Note: Existing LEMHWA awardees are eligible to apply but requests for new funding should not be for the continuation of current or past projects. Proposed work should enhance or expand existing mental health and wellness efforts.

Category 3: FY26 LEMHWA Community of Practice Initiative

- Eligibility is limited to for-profit (commercial) organizations, nonprofit organizations, institutions of higher education, community groups, and faith-based organizations.
- Educational Organizations
  - Public and state-controlled institutions of higher education
  - Private institutions of higher education
- Nonprofit Organizations
  - Nonprofits having a 501(c)(3) status with the Internal Revenue Service (IRS), other than institutions of higher education
  - Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education

- For-Profit Organizations
  - Organizations other than small businesses
  - Small businesses
- Other

"Other" Entities Definition(s)

- **Small Businesses:** Small business grants may be awarded to companies meeting the size standards established by the U.S. Small Business Administration (SBA) for most industries in the economy.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

Additional Eligibility Factors

- State and local governmental entities must comply with 8 U.S.C. §1373, which provides that State and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

See Additional Application Components for how to submit.

3. PROGRAM DESCRIPTION

Statutory Authority

Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

Agency Funding Priorities

Consistent with Administration priorities for categories 1 and 2, additional consideration will be provided to the following:

- Agencies that serve small and rural communities (law enforcement applicants only). Applicants are allowed to self-identify whether their jurisdiction type is rural based on their own geographical considerations.
- Agencies that cooperate with federal law enforcement to address illegal immigration.

- Agencies that submit accurate race and ethnicity information in the National Incident Based Reporting System (NIBRS) (law enforcement applicants only).
- Agencies that coordinate and participate with the Homeland Security Task Force (HSTF) or, if awarded, plan to coordinate and participate with the HSTF (law enforcement applicants only).

Note: Addressing these priorities is one of many factors that the COPS Office considers in making funding decisions. Receiving priority consideration does not guarantee funding.

Unallowable Activities: The COPS Office has identified activities that are unallowable and will not be funded: read the FY26 LEMHWA Application Resource Guide for details. In addition, refer to the Budget section in this NOFO for information on allowable and unallowable costs to help you develop your application.

Goals and Objectives of this Funding Opportunity

Prioritizing officer wellness and strengthening community relationships are critical for the successful implementation of common-sense policing. The Law Enforcement Mental Health and Wellness Act (LEMHWA) program prioritizes wellness by providing resources to law enforcement agencies to support mental health and wellness efforts. This priority increases agencies' ability to create a more respected, effective, and resilient workforce that fosters a safer environment for both officers and the communities they serve.

Goal: To increase delivery of and access to mental health and wellness services, training, and programming for employees of law enforcement agencies and their families.

- **Objective 1:** Increase law enforcement agency capacity to provide mental health and wellness training and resources for employees of law enforcement agencies and their families.
- **Objective 2:** Increase law enforcement agency capacity to implement peer support networks for crisis and non-crisis circumstances.
- **Objective 3:** Increase law enforcement agency capacity to create a culture of wellness by supporting the implementation of mental health education and development of resources.

Expected Outcomes

The COPS Office expects recipients to submit deliverables and performance reports, as described below. Read the FY26 LEMHWA Application Resource Guide. The COPS Office will measure success by reviewing a recipient's

submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Category 1: FY26 Start-up LEMHWA Implementation Projects and Category 2: FY26 Enhanced LEMHWA Implementation Projects

Recipients will be expected to submit the following: The primary deliverable of these awards will be the delivery of peer support, training, family resources, suicide prevention, stress reduction, clinical support, and other promising practices for wellness programs.

No Substantial Involvement of Federal Agency: The COPS Office expects to make this award in the form of a grant, which does not provide for substantial involvement between the federal awarding agency and the nonfederal entity in carrying out the activity contemplated by the federal award. Read the FY26 LEMHWA Application Resource Guide for a discussion of this involvement and related award conditions.

Category 3: FY26 LEMHWA Community of Practice Initiative

Recipients will be expected to submit the following: The primary deliverable of these awards will be the enhancement or expansion of existing peer support, training, family resources, suicide prevention, stress reduction, clinical support, and other promising practices for wellness programming.

Substantial Involvement of Federal Agency: The COPS Office expects to make awards as cooperative agreements, which allows the COPS Office to have substantial involvement in carrying out the project. Read the FY26 LEMHWA Application Resource Guide for a discussion of this involvement and related award conditions.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The COPS Office will only consider applications that contain all required parts, which are marked ***REQUIRED*** below. Refer to the DOJ Grant Application Submission Checklist for application instructions. All supporting documents and resources for this program are on the COPS Office Website at https://cops.usdoj.gov/lemhwa.

Please **do not** include any content, including attachments or language within your application, commenting on, modifying, challenging, and/or editing the grant requirements, including the terms and conditions. Such content, if included, will not be **reviewed or considered** when evaluating your application, nor will any attachment from an applicant unilaterally change the terms of a grant if awarded.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424 ***REQUIRED***	Online Form
Step 2: JustGrants	
Standard Applicant Information ***REQUIRED***	Online Form
Proposal Abstract ***REQUIRED***	Text Box
Data Requested with Application ***REQUIRED*** • FY26 LEMHWA Program • FY26 CPA Information • CPA Gen Solicitation Quest	Online Form
Proposal Narrative ***REQUIRED FOR CATEGORY 3 ONLY***	Attachment
Budget ***REQUIRED***	Online Form
Other Budget/Financial Attachments • Budget Narrative ***REQUIRED*** • Non-Competitive Justification (if applicable) • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable)	Attachment
Memorandum of Understanding (if applicable)	Attachment
Additional Application Components • Curricula Vitae or Résumés: for all key personnel, subject matter experts or evaluators/academics outside of the law enforcement agency) ***REQUIRED FOR CATEGORY 3 ONLY*** • Project Timeline (timeline of activities mapped to the goals and objectives of the proposed project) ***REQUIRED*** • Letters of Support: (recommended for multi-jurisdictional/multi-agency projects) **Optional**	Attachment

Standard Applicant Information *REQUIRED*

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov and add ZIP codes for areas affected by the project.

Proposal Abstract *REQUIRED*

In JustGrants, enter a proposal abstract briefly summarizing (in 5–6 sentences / 500 words or less) the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (*e.g.,* staff names). The abstract should include names of applicant and partners, project title,

purpose of the project (including goal and intended outcome), primary activities for which funds are requested, key partners, and who will benefit (including geographic area to be served). The abstract should be coherent, concise, and able to stand alone as a project summary. The abstract will not be scored but is used throughout the review process.

Write your project abstract for a general public audience without any personally identifiable or law enforcement sensitive information. Avoid using acronyms or terminology unfamiliar to a general public audience. This abstract, along with other federal award information, may be published on publicly available government-wide websites.

Data Requested with Application *REQUIRED*

A copy of the survey questions required for this NOFO can be found at: http://cops.usdoj.gov/lemhwa.

Proposal Narrative *REQUIRED FOR CATEGORY 3 ONLY*

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants. The narrative must respond to the NOFO and include the section headings listed in this section as well as describe how the project will advance community policing as it pertains to the chosen subcategory.

The narrative will be a significant factor in the application review and approval process. Failure to provide this information will eliminate your application from consideration.

The final application should conform to the following formatting requirements. Applications that do not conform to these requirements will not be reviewed.

- Applications must include a cover page identifying the NOFO for which the applicant is applying and the title of the application.
- The proposal narrative should be no more than 20 pages long.
    - › Items counting toward the 20-page limit: Executive summaries, abstracts, graphs, and charts (regardless of pagination in front matter) will count toward overall page limit. Items not counting toward the 20-page limit: Cover page, table of contents, timeline, and references (which should be formatted as endnotes) will not count toward the overall page limit.
    - › Appendices are strongly discouraged. Résumés, curricula vitae, timeline, letters of support from partners (if applicable), and certifications should be separate attachments and do not count towards the narrative page requirements.

  - If the project narrative fails to comply with these length-related restrictions, the COPS Office may consider such noncompliance in initial review and final award decisions.

- Narratives should be formatted as follows:
  - Double-spaced
  - 8.5 x 11-inch pages
  - One-inch margins
  - Page numbers as follows: “1 of 20,” “2 of 20,” etc.
  - Type no smaller or larger than 12 point, Times New Roman font.
  - Headings and subheadings that correspond to the sections delineated in the table “Summary of application components” at the start of this section of the NOFO.
  - Microsoft Word documents in .doc or .docx formats or PDF files (.pdf)

The COPS Office provides a template for the project narrative that can be used as a voluntary tool to assist your organization in developing this required document. You will be able to access the template (Microsoft Word document) via the How to Apply page on the COPS Office website.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents.

Sections of the Proposal Narrative

Problem identification and project description

- Describes how the project will support LEMHWA grantees by facilitating peer support and technical assistance.
- Explains how the proposed community and technical assistance offered are original or innovative and explains why proposed resources are necessary to address gaps in the implementation of wellness projects.

Project reach and impact

- Identifies approximate number of law enforcement agencies and communities that will directly benefit from the Community of Practice and technical assistance.
- Identifies performance measures and clearly describes the approach for collecting, analyzing, and reporting performance measures.
- Identifies governmental or community initiatives that complement or will be coordinated with the proposed initiative (if applicable).

Management and implementation

- Describes the overall management and implementation plan for the project.
- Describes a marketing plan for the Community of Practice and technical assistance to ensure broad dissemination of the product(s) to the target audience(s).
- Demonstrates that the project management and implementation plan aligns with the budget.
- Identifies quality control measures, any project-specific risks, and proposed methods for addressing risks.

Experience and capacity

- Describes capacity and relevant experience of their agency or organization to carry out the proposed plan in the 24-month timeframe of the project.
- Lists key staff members and describes their relevant education, experience, and specific duties on the project.
- Provides résumés or curricula vitae for key staff (up to three).
- Describes project partners and their relevant experience and specific duties on the project (if applicable).
- Identifies instructor(s) for any proposed in-person training and provides examples of their subject matter expertise and training experience.
- Provides résumés or curricula vitae for all instructors.

Budget and Associated Documentation

Budget *REQUIRED*

- Applicants must complete the Budget Detail Worksheet (Web-Based Form) in JustGrants, providing narrative entries in the “additional narrative” field to describe and justify each proposed cost. Read Complete the Application in JustGrants: Budget for more information on completing the form.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements. See the FY26 LEMHWA Application Resource Guide nonexhaustive list of allowable and unallowable costs.

  The information in the “additional narrative” field(s) should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the

proposed project and demonstrate the efficient use of funding in achieving program goals.

- List each cost needed to implement the project under the appropriate cost category.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Note: Costs incurred by the applicant prior to the start date of the period of performance of the federal award are unallowable. Requests for reimbursement of items purchased or expenses incurred prior to the award start date (i.e., pre-agreement costs) will not be approved by the COPS Office.

Budget/Financial Attachments

Budget Narrative *REQUIRED*: Applicants must also complete and attach a separate budget narrative in the "Budget and Associated Documentation" section. The budget narrative provides a space for further elaboration on project activities detailed in the applicant's responses to application questions. Deliverables and activities that are solely listed in the budget narrative and not described in the applicant's application questions (and vice versa) will be scored negatively during the initial review process. All items will be reviewed on a case-by-case basis and in the context of the allowable and unallowable costs list. The budget narrative should do the following:

- List all requested budget items necessary for completion of the proposed project
- Match and describe every category of expense listed in the budget detail worksheet
- Clearly explain the links between specific project activities and the requested budget item(s) needed to implement those activities
- Be mathematically sound and explain how the applicant estimated and calculated all costs
- Be complete, cost effective, efficient, and allowable (e.g., reasonable, allocable, and necessary for project activities)
- Describe costs by year and cover the full project period

The COPS Office provides a template for the budget narrative that can be used as a voluntary tool to assist your organization in developing this required document. You will be able to access the template (Microsoft Word document) on the How to Apply web page under the Notice of Funding Opportunity Resources section. (Please delete the template instructions before submitting.)

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and file contents to ensure that reviewers can easily locate application documents. Recommended file formats are Adobe PDF, Microsoft Word, and Microsoft Excel.

A detailed list of allowable and unallowable costs for this program can be found at FY26 LEMHWA Application Resource Guide. This is not an exhaustive unallowable expenses list. Items not listed will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items not included on this unallowable expenses list.

- **Indirect Cost Rate Agreement (if applicable)**: If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read more information about indirect costs in the Indirect Cost Rate Fact Sheet.
- **Non-Competitive Justification (if applicable)**: Applicants should attach the noncompetitive justification or sole source justification as applicable. Additional guidance can be found in the Sole Source Justification Fact Sheet.
- **Consultant Rate Justification (if applicable)**: Applicants should attach the consultant rate justification as applicable. Additional guidance can be found in the Consultant/Contractor Rate Information for COPS Office Awards Fact Sheet.

Memorandum of Understanding (MOU) and Supporting Documents

If applicable, for each named partner, include a signed Memorandum of Understanding (MOU) or a letter of intent that confirms the partner's agreement to support the project through commitments of staff time, space, services, or other project needs.

Each MOU should include the following:

- Names of the organizations involved in the agreement
- What service(s) and other work will be performed under the agreement by each organization
- Duration of the agreement

Submit all MOUs together as one attachment to the application. Unsigned draft MOUs may be submitted with the application, but the applicant should describe in a cover page to the attachment why they are unsigned.

Additional Application Components

Attach these in JustGrants:

- **Curricula Vitae or Résumés**: As applicable, applicants will attach a Curriculum Vitae or résumé for up to three key project staff detailing work experience and educational history and highlighting any experience that is relevant to their ability to successfully carry out assigned project activities.
- **Letters of Support:** Attach letters of support from partners such as other law enforcement agencies, community organizations, government officials, or other stakeholders as applicable. Each letter of support may include descriptions of the following:
    - Relationship between the applicant and the supporting entity.
    - Need for and benefits that would be gained from the project.
    - Applicant's capacity to complete the proposed projects.

  Submit letters of support together as one attachment. The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. Recommended file formats are PDF, Microsoft Word, and Microsoft Excel.

- **Project Timeline *REQUIRED*:** Applicants must attach a separate timeline of activities mapped to the goals and objectives of the proposed project. The timeline must list key activities and milestones and the months/quarters during which they will take place. The timeline attachment should be uploaded in the "Additional Application Components" section of the application.

  If funding is awarded, the information provided in the timeline attachment will be used in performance reporting and recipients will have to provide updates on the goals, objectives, and deliverables mentioned in the timeline. The COPS Office encourages applicants to review and link their goals and objectives to the program goals and objectives listed in the Program Description section of this NOFO.

  Performance reporting for this award occurs semiannually in March and August. Applicants are encouraged to create an efficient timeline that aligns milestones and objectives with these performance reporting dates.

  The COPS Office provides a template for the project timeline that can be used as a voluntary tool to assist your organization in developing this required document. You will be able to access the template (Microsoft Word document) via the How to Apply page on the COPS Office website.

Disclosures and Assurances

Complete the disclosures, assurances, and certifications in JustGrants. See the FY26 LEMHWA Application Resource Guide for more information.

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) applies to this funding opportunity.

Read COPS Office policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters in the FY26 LEMHWA Application Resource Guide.

6. APPLICATION REVIEW INFORMATION

The FY26 LEMHWA Application Resource Guide explains the responsiveness review, review criteria, and review and selection process, including risk review and deciding official.

7. AWARD NOTICES

Read about the award notification process in the FY26 LEMHWA Application Resource Guide.

8. POST-AWARD REQUIREMENTS AND ADMINISTRATION

Read the FY26 LEMHWA Application Resource Guide for more information about standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	COPS Office Response Center Phone: 800-421-6770 / Email: AskCopsRC@usdoj.gov Hours: 9 a.m. to 5 p.m. ET Monday – Friday (closed federal holidays)
SAM.gov Help Desk	Website: https://sam.gov/content/help Hours: 8 a.m. to 8 p.m. ET Monday – Friday
Grants.gov Help Desk	Phone: 800-518-4726 / Email: support@grants.gov Website: https://www.grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 / Email: JustGrants.Support@usdoj.gov Hours: 7 a.m. to 9 p.m. ET Monday - Friday (9 a.m. to 5 p.m. ET Saturday, Sunday, and federal holidays)

ITEM 7.J
U.S. Department of Justice FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide Program Grant

Request

Request authorization for the Kissimmee Police Department (KPD) to apply for the U.S. Department of Justice (DOJ) FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide (“Biden”) Program (Grant # BIDEN26).

Explanation

The U.S. Department of Justice's FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide (BIDEN) Program provides grant funding to eligible state, local, and tribal governments to strengthen law enforcement and criminal justice operations related to criminal illegal aliens, drug trafficking, human trafficking, gangs, and transnational criminal organizations. Funding may be used for eligible personnel, technology and equipment, and temporary detention facility improvements that enhance public safety and support criminal justice operations consistent with the program requirements.

If awarded, the funding would support eligible public safety initiatives, including technology and equipment (e.g. DFR drones), that enhance the City's ability to investigate, apprehend, transport, and temporarily detain individuals involved in criminal activity, consistent with the program's requirements. Authorization to apply does not obligate the City to accept an award. Should funding be awarded, staff will return to the City Commission for approval to accept the grant and any associated budget amendments or agreements.

Recommendation

Approve authorization to apply for the U.S. Department of Justice FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide (BIDEN) Program grant.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. DOJ FY 2026 Bridging Immigration Agenda 7.J for 070726 FOP-O-BJA-2026-172641

OMB No. 1121-0329
Approval Expires 02/28/2027

DOJ FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide ("BIDEN") Program

Grants.gov Funding Opportunity Number: O-BJA-2026-172641

Application Deadlines in Eastern Time (ET):

1: Complete SF-424 and Submit in Grants.gov: **July 15, 2026, by 11:59 p.m. ET**

2: Submit full application in JustGrants: **July 17, 2026, by 8:59 p.m. ET**

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1. BASIC INFORMATION

Purpose of the Funding

This is a notice of funding opportunity (NOFO) for the Department of Justice's (DOJ) FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide (BIDEN) Program.

This program, authorized under the BIDEN Reimbursement Fund established by the One Big Beautiful Bill Act, Public Law 119-21, Title X, Subtitle A, Part II (codified at 34 U.S.C. § 61101), provides funding for grants to eligible States, State agencies, and units of local government and tribal governments, pursuant to their existing statutory authorities to support the seven statutory purposes outlined in 34 U.S.C. § 61101:

1. Locating and apprehending aliens who have committed a crime under federal, state, or local law, in addition to being unlawfully present in the United States (hereafter referred to as "criminal illegal aliens").
2. Collection and analysis of law enforcement investigative information within the United States to counter gang or other criminal activity.
3. Investigating and prosecuting (a) crimes committed by aliens within the United States; and (b) drug and human trafficking crimes committed within the United States.
4. Court operations related to the prosecution of (a) crimes committed by aliens; and (b) drug and human trafficking crimes.
5. Temporary criminal detention of aliens.
6. Transporting aliens described in paragraph (1) within the United States to locations related to the apprehension, detention, and prosecution of such aliens.
7. Vehicle maintenance, logistics, transportation, and other support provided to law enforcement agencies by a state agency to enhance the ability to locate and apprehend aliens who have committed crimes under federal, state, or local law, in addition to being unlawfully present in the United States.

Awards from this program should be used to support significant participation in and support of Homeland Security Task Force (HSTF) activities, and other DOJ efforts to combat gangs, cartels, and other violent crime.

This NOFO includes three funding categories:

Category 1: Hiring

- **Sworn and Non-Sworn Law Enforcement Personnel—**Funding can be used to hire or rehire full-time sworn career law enforcement officers/deputies and civilian/non-sworn personnel as outlined below:
    - Hire new full-time officers/deputies and full-time civilian/non-sworn personnel, including by filling existing officer/deputy vacancies that are no longer funded in your agency's budget.
    - Rehire full-time officers/deputies and full-time civilian/non-sworn personnel who have been laid off by any jurisdiction as a result of state, local, or Bureau

of Indian Affairs (BIA) budget reductions. The rehired officers/deputies must be rehired on or after the official award start date on the notice of award.
  - Rehire full-time officers/deputies and full-time civilian/non-sworn personnel who are (at the time of application) currently scheduled to be laid off by your jurisdiction on a specific future date as a result of state, local, or BIA budget reductions. Recipients will be required to continue funding the positions with local funding until the date(s) of the scheduled layoffs.

  Applicants may request funding for full-time officer/deputy salaries or a combination of officer and salaries of civilian/non-sworn. Funding will support salaries for up to three years of eligible positions to be expended within a five-year period of performance to accommodate time needed for recruitment and hiring.

- **Non-Law Enforcement Personnel—**Funding can be used for the hiring, retention, and training of critical personnel across the full continuum of criminal justice operations for the purposes cited above. Examples of personnel could include but need not be limited to the following: forensic, investigative, analytical; prosecution and legal support; corrections, detention, and custodial; and transportation, security, and operations logistics. Funding may not be used for co-responders, interpreters, or translators.

Category 2: Technology and Equipment—Funding can be used to purchase and support multi-year implementation, ongoing subscriptions, training, and maintenance of equipment and advanced technology to address critical resource gaps and enhance capacity to support criminal justice operations related to the purposes cited above.

Note: If you apply for and receive funding for Unmanned Arial Systems (UAS), body-worn cameras, body armor, and/or NIBIN machines, you will be required to submit equipment-specific certifications and other documentation as a condition of your award.

Category 3: Construction of Temporary Detention Facilities for Criminal Illegal Aliens—Funding can be used for the following:

- Major Construction Projects—Funding would support large-scale projects, including building temporary detention facilities to house criminal illegal aliens awaiting prosecution, immigration proceedings, or transfer to federal custody.
- Substantial Renovation/Expansion/Modernization—Funding would support the expansion or modernization/targeted improvement of existing facilities, including bolstering detention infrastructure through addition of housing units, or renovation of existing facilities to meet current detention standards and significantly enhance capacity and operational functionality for temporary detention of aliens who have committed a crime in addition to being unlawfully present in the United States.

Please see Appendix 2 for additional requirements and information for this category.

Note: For all categories, award structure and distribution details will be finalized following review of applications and assessment of anticipated needs giving rise to the

application for the purposes of this NOFO (as defined above), including operational challenges associated with criminal illegal alien activity, drug trafficking networks, human trafficking operations, and transnational criminal organizations. The Department anticipates making awards across all four categories with award sizes adjusted to jurisdictional need, population served, operational scope, and enforcement workload.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.076
Statutory Authority	Pub. L. No. 119-21, Sec. 100055 (codified at 34 U.S.C. § 61101)
Grants.gov Opportunity Number	O-BJA-2026-172641
Expected Total Amount of Funding	$3 billion
Anticipated Number of Awards	TBD
Award Type(s)	Grant or Cooperative Agreement
Anticipated Award Amount	Award amounts will be determined following review of applications.
Expected Award Period(s)	36–60 months starting on August 1, 2026

Key Dates and Times

NOFO Release Date	This NOFO will be released in multiple rounds. Applications will be accepted on a rolling basis until funds are no longer available. See below for the dates when each round will be released and the deadlines for application submission. Rounds may be added. Round 1 Release Date: June 15, 2026 • Grants.gov Deadline: 11:59 p.m. ET on July 15, 2026 • JustGrants Deadline: 8:59 p.m. ET on July 17, 2026 Round 2 Release Date: July 20, 2026 • Grants.gov Deadline: 11:59 p.m. ET on August 19, 2026 • JustGrants Deadline: 8:59 p.m. ET on August 21, 2026 Round 3 Release Date: August 24, 2026 • Grants.gov Deadline: 11:59 p.m. ET on September 23, 2026 • JustGrants Deadline: 8:59 p.m. ET on September 24, 2026
SAM.gov Registration/Renewal	Recommend beginning the process as soon as possible.
Anticipated Notification Date	Awards will be made on a rolling basis.

2. ELIGIBILITY

Eligible applicants for this funding opportunity are limited to government entities described below that have direct responsibility for carrying out criminal justice functions, including the investigation, prosecution, detention, corrections, transportation, and associated support activities (*see* Purpose of the Funding above).

Applicants must also have established and fully participate in a 287(g) partnership, or commit to entering into and fully participating in one. In addition, applicants must be fully participating in either HSTF operations or other major DOJ enforcement efforts, or commit to entering into and fully participating in those efforts.

Eligible applicants include:

- **Government Entities**
  - State governments
  - County governments
  - City or township governments
  - Special district governments
  - Native American Tribal governments (federally recognized)
  - Native American Tribal governments (other than federally recognized)
- **Other**
  - State agencies with law enforcement responsibilities
  - Units of Local Government

State Government Entities: For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Other Units of Local Government: For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

Additional Eligibility Factors

For sworn and non-sworn law enforcement personnel hiring, eligible applicants are limited to established and operational local, state, territorial, and tribal law enforcement agencies that have primary law enforcement authority for the jurisdiction served.[1]

Certifications: You must submit the following certifications. See Additional Application Components for how to submit.

In order to request a federal grant award under this program, an applicant that is a State or local government entity must submit a certification (using only the template provided in Appendix 1, entitled "Certification by the Chief Executive Officer (or senior official) of the Applicant Government." Tribal government entities and educational organizations (e.g., public or state-controlled institutions of higher education) are not required to submit this certification. This certification is a basic minimum requirement of this funding opportunity, such that applications from applicants that are required to submit it and fail to do so, will be denied.

Also, such applicants should anticipate that awards to state or local government entities under this NOFO will include an award condition addressing compliance with 8 U.S.C. 1373.

[1] Note: If funds under this program are to be used as part of a written contracting agreement for law enforcement services (e.g., a town that contracts with a neighboring sheriff's department to receive services), the agency wishing to receive law enforcement services must be the legal applicant in this application.

Letter of Support: All applicants must also provide a letter of support from DOJ or an alternative federal HSTF member certifying the applicant is currently or intends to participate in HSTF activities or major DOJ operations.

Award Condition (Notice): Awards under this funding opportunity will include a condition (the specific terms of which will govern the award) related to the future reimbursement of the costs associated with federal law enforcement intervention or assistance provided to reduce crime or public disorder. The condition will, generally speaking, require an award recipient to fulfill any such future reimbursement obligation(s) incurred in accordance with its terms.

Limit on Number of Applications: You may submit only one application and apply to multiple funding categories.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 119-21, Sec. 100055 (codified at 34 U.S.C. § 61101)

Agency Funding Priorities

In order to advance public safety and help meet its mission, DOJ priorities include:

(a) Directly supporting law enforcement operations (including immigration law enforcement operations);

(b) Combatting violent crime;

(c) Supporting services to American citizens;

(d) Protecting American children; and

(e) Supporting American victims of trafficking and sexual assault.

Unallowable Activities: The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations

that—(1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Goals and Objectives of This Funding Opportunity

Goal: Increase capacity to carry out location, apprehension, detention, investigation, prosecution, and other enforcement activities related to criminal illegal aliens and drug and/or human trafficking perpetrators

- **Objective 1:** Increase hiring and retention of existing staff across investigations, prosecutions, courts, detention, corrections, and transportation supporting criminal illegal alien-related and drug and//or human trafficking operations.
- **Objective 2:** Increase investigations and prosecutions of crimes by individuals unlawfully present and drug/human trafficking cases.
- **Objective 3:** Increase apprehensions by program-funded personnel.
- **Objective 4:** Increase law enforcement agencies' operational capabilities by providing equipment and technology that directly supports efforts to identify, locate, apprehend, investigate, detain, and transport criminal illegal aliens, drug trafficking suspects, human trafficking perpetrators
- **Objective 5:** Increase temporary detention capacity in connection with enforcement actions.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables
Read the Post-Award Requirements and Administration section for more information. Recipients will receive further guidance on post-award deliverables dependent on categories of funding awarded.

Performance Reports
OJP requires recipients to submit regular performance reports that demonstrate progress toward achieving Program Goals and Objectives. Read information on performance reporting. Recipients will receive further guidance on post-award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

OJP will only consider applications that contain all required parts, which are marked ***Required*** below. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424 ***Required***	Online Form
Step 2: JustGrants	
Standard Applicant Information ***Required***	Online Form
Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)	Online Form
Proposal Narrative ***Required***	Attachment
Budget ***Required***	Online Form
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable) • Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable)	Attachment
Memorandum of Understanding (if applicable)	Attachment

Additional Application Components	Attachment
• Certification by the Chief Executive Officer (or senior official) of the Applicant Government **applicant state or local government entities only** ***Required*** • Letter of support from DOJ or an alternative federal HSTF member certifying the applicant is currently or intends to participate in HSTF activities or major DOJ operations. ***Required*** • Current organizational chart for all jurisdiction entities proposed to receive funding through this project (e.g., police department, sheriff's office, courts, jails, etc.) • Tribal Authorizing Resolution (if applicable)	

In addition to the items marked ***Required*** in the table above, the following are considered basic minimum requirement elements that are considered in the responsiveness review:

Standard Applicant Information *Required*

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

View an example of a proposal abstract.

Data Requested with Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)
Review information on this questionnaire.

Proposal Narrative *Required*

Format of the Proposal Narrative
Submit the narrative as an attachment in JustGrants. The document should:

- Be double-spaced, using a standard 12-point size font
- Have no less than 1-inch margins
- Have numbered pages
- Not to exceed 20 pages.

Sections of the Proposal Narrative
The Proposal Narrative must include the four sections listed below. In each section, applicants must address the following.

1. Description of the Need (5% of application score): What critical issue or problem do you propose to address with this funding request? This section should describe the current conditions and challenges your jurisdiction is facing related to criminal justice operations, such as enforcement, investigations, prosecutions, drug and/or human trafficking associated with the "Purposes of the Funding", and describe the hiring and retention, equipment and technology, and/or transportation and detention resources needed to support those operations. Applicants should address the following:

Please include:

- A brief explanation of the need, gap, or issue to be addressed by the proposed project activities.
- Supporting information, data, or evidence to demonstrate the needs' existence, size, and impact on the target population and community.
- How the need relates to the purpose of the NOFO.

DOJ recognizes that jurisdictions vary widely in size, structure, and capacity. Applicants should describe their circumstances clearly and candidly, even where data may be limited.

2. Project Goals and Objectives (15% of application score): How will the proposed project activities address the need identified and address the purpose of the NOFO? Describe what the applicant intends to accomplish, including specific outcomes that will be achieved in support of the investigation and prosecution of fraud and other crimes committed by aliens and in support of the seven statutory purposes outlined in 34 U.S.C. § 61101. Please include:

- Project goals (goals are broad, visionary statements on what you hope to accomplish).

- Project objectives (objectives are specific outcomes you plan to achieve through project activities).
- How your project goals and objectives relate to the goals and objectives of the funding opportunity.

3. Project Design and Implementation (35% of application score): How will you implement project activities that meet the goals and objectives? Please include:

- What activities you will conduct to achieve the proposed goals and objectives.
- How you will deliver or complete those activities.
- When the activities will take place.
- What deliverables will be produced as part of the project.
- If you plan to use subrecipients to help conduct the project, please name them (if they are known) or describe how you will identify them. Please describe their role in conducting project activities.
- How will your jurisdiction advance its established 287(g) partnership, HSTF operations, or other DOJ activities through this award?
- What challenges do you anticipate in implementing project activities, and how do you plan to address them?

4. Capabilities and Competencies (30% of application score): What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- A short description of your capacity to deliver the proposed project activities and meet the post-award requirements, if funded. Describe your organization's capacity to manage federal funding, including fiscal, administration, and programmatic oversight.
- A description of projects or activities your organization has conducted, or is currently conducting, that demonstrates your ability to undertake the proposed project activities.
- A summary of relevant experience of team members with key responsibilities for implementing the project. A summary of the relevant experience, qualifications, and roles of key personnel who will implement or oversee the project, and any other personnel with significant responsibility for project execution.

Budget (15% of application score) *Required*

Use the Budget Detail Worksheet (Web-Based Form) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.

- List each cost needed to implement the project under the appropriate cost category.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).

- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[2]

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and whether you need to request approval to exceed those limits.

  Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable): Read information on this limitation and to determine whether you need to submit a waiver.
  https://www.ojp.gov/funding/apply/ojp-grant-application-resource-guide

Memorandum of Understanding (MOU) and Supporting Documents

Attach a Memorandum of Understanding (MOU) or letter of intent between the applicant and each of the project partner(s). Read information on what to include in an MOU/letter of intent.

MOUs should be submitted as one separate attachment to the application. Unsigned draft MOUs may be submitted with the application, but you should describe in a cover page to the attachment why they are unsigned.

Additional Application Components

Attach these in JustGrants:

- **Tribal Authorizing Resolution (if applicable):** Read information on whether you may need to submit a Tribal Authorizing Resolution.
- **Additional Application Component Name:**
  - 1373 Certification signed by the Chief Executive Officer (or senior official) of the Applicant Government **applicant state or local government entities only** ***Required***
  - Letter of support from DOJ or an alternative federal HSTF member certifying the applicant is currently or intends to participate in HSTF activities or major DOJ operations. ***Required***
  - Current organizational chart for all jurisdiction entities proposed to receive funding through this project (e.g., police department, sheriff's office, courts, jails)

[2] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit your application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

The Application Resource Guide explains the responsiveness review, review criteria, and review and selection process, including risk review, and deciding official. Refer to the Application Contents List for all required application components and other basic minimum requirement elements that are considered in the responsiveness review. The Proposal Narrative and Budget sections of this NOFO indicates the weight of peer review criteria.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

APPENDIX 1—CERTIFICATION

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.

(3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 *(see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa *(cf.* 34 U.S.C. § 10251(a)(2)).

(4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government	Date of Certification
Printed Name of Chief Executive Officer (or senior official)	Title of Chief Executive Officer (or senior official)
Name of Applicant Government Entity	

APPENDIX 2—CATEGORY 3 ADDITIONAL INFORMATION

Key Program Requirements

All applicants must address the following requirements in their program narrative:

- **Legal Authority:** Demonstrate legal authority to undertake construction or renovation projects within their jurisdiction.
- **Site Control:** Provide documentation of site control through ownership or long-term lease agreement for proposed construction locations.
- **Code Compliance:** Ensure compliance with all applicable federal, state, and local building codes and regulations.
- **Construction Capacity:** Demonstrate organizational capacity to complete construction or renovation within the 60-month project period.
- **Facility Purpose:** Ensure that constructed or renovated facilities directly support one or more of the seven statutory purposes under 34 U.S.C. § 61101, including investigating and prosecuting drug trafficking offenses committed in the United States and investigating and prosecuting human trafficking offenses committed in the United States.
- **Operational Sustainability:** Demonstrate local capacity to operate and maintain facilities beyond the grant period.
- **Detention Capacity:** For applications proposing detention facility construction or expansion, specify how many new beds will be added.

Potential Environmental Impact

The National Environmental Policy Act (NEPA) of 1969 (Public Law No. 90-190, as amended; 42 U.S.C. § 4371, et seq.) established a national policy to promote the protection and enhancement of the environment. Any BJA grant recipient with a project involving construction, expansion, renovation, facility planning, site selection, site preparation, and security or facility upgrades must be in compliance with the NEPA requirements during the initiation of the project as part of its planning, site selection, and site preparation. The BJA grant recipient must assist BJA in completing the NEPA process prior to actual construction, expansion, renovation, or remodeling (including security upgrades).

Depending on a review of the project after an award is made, grant recipients may be asked to provide additional information, so BJA can determine if the project may be excluded from further NEPA review. Depending on the particular project, an environmental assessment (EA) may need to be conducted, to assess the environmental impacts of the proposed project/action. If an EA is required, BJA will provide this service free of charge. Applicants do not need to allocate funding for this process in their grant applications.

For more information regarding NEPA, please visit https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance.

Build America, Buy America Requirements

Pursuant to the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-52), certain qualifying infrastructure projects may be subject to additional procurement requirements.

Project Insurance

Construction and major renovation projects create unique insurance challenges, and property owners need to understand the obligations and responsibilities they assume when contracting with their preferred builders or contractors. It is best to consult with an experienced independent insurance agent to assess the scope of a construction project and determine which policy is best suited to protect the owner's interests. BJA will require proof of project insurance prior to releasing funds to commence the construction/renovation/expansion project.

Lease Agreements

If the awardee opts to enter into a lease agreement once the project is complete, the awardee must ensure that the federal interest(s) described in 2 C.F.R. 200.311 (Real property) are protected by the lease terms. These terms must ensure that the building will be used for the originally authorized purpose as long as needed by the awardee for that purpose, during which time the awardee must not dispose of or encumber its title or other interests. The terms also must protect the federal interest upon disposition of the property (i.e., disposition of the building is no longer needed by the awardee for an authorized purpose) by preserving the reasonable depreciated value of the building in order to compensate the federal awarding agency or otherwise preserve title to the building to be able to transfer title to the federal awarding agency.

When real property is no longer needed for the originally authorized purpose, the nonfederal entity must obtain disposition instructions from the federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives to ensure that the federal interest is protected under 2 C.F.R. 200.311:

1. Retain title after compensating the federal awarding agency.
2. Sell the property and compensate the federal awarding agency.
3. Transfer title to the federal awarding agency or to a third party designate that is approved by the federal awarding agency.

Real Property Requirement

In accordance with DOJ real property standards (2 C.F.R. §200.311), BJA will continue to monitor facility usage and capacity levels after the grant ends. BJA and OJP retain a financial interest in funding the acquisition or improvement of real property. To ensure that the intent of the funding statute or authority is met throughout the useful life of a facility, even after a grant closes, BJA will require the grantee to submit regular reports on the status of the real property in which OJP/BJA retain an interest. If a grantee ceases to need a grant- funded facility for the originally authorized purpose during its

useful life, the grantee is obligated to request property disposition instructions from OJP/BJA, pursuant to 2 C.F.R. §200.311 (c).

In order to protect OJP's interest, 2 C.F.R. § 200.330 requires the award recipient to report on the real property acquired or real-property improvements made under the award for as long as OJP's interest therein is retained. In keeping with the requirements set forth in the regulation, OJP must require a grantee to submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. For more information about OJP's real property reporting requirements, please visit https://bja.ojp.gov/funding/real-property.

The following information specific to this funding opportunity will help you develop your project budget:

Allowable and Unallowable Costs

Allowable costs include:

- All construction or renovation expenses
- Architectural, engineering, and design services
- Site preparation, utilities, and infrastructure upgrades
- Security systems and equipment installation
- Furniture, fixtures, and equipment necessary for facility operations
- Environmental review and permitting costs
- Project management and construction oversight costs
- Contingency funding (up to 10% of construction costs) for unforeseen conditions or changes

Unallowable costs include:

- Routine maintenance or repair of existing facilities that does not add capacity or functionality
- Renovation/construction projects that do not demonstrably enhance capabilities relating to and/or general-purpose office space not dedicated to, the Purposes of the Funding
- Residential housing
- Land acquisition costs (unless specifically approved in advance)

All successful applicants will be expected to produce the following deliverables:

- **Detailed architectural plans and engineering specifications** demonstrating project design, construction/renovation/modernization approach, and compliance with applicable codes and standards.
- **Construction or renovation/modernization timelines** with milestones, critical path activities, and realistic completion schedules.
- **Site control documentation** demonstrating ownership or long-term lease agreement for construction or renovation locations.

- **Quarterly construction/renovation/modernization progress reports** documenting project status, completed activities, expenditures, challenges encountered, and photographic documentation of construction progress.
- **Operational plans** describing how completed or renovated facilities will be used post-construction, including staffing plans, operational procedures, and integration with existing enforcement operations and trafficking investigations.
- **Sustainability plans** demonstrating local capacity to operate and maintain facilities beyond the grant period, including projected operational costs and identified funding sources.
- **Certificate of Occupancy** (if applicable) upon project completion.
- **Completed construction project checklist** as requested by BJA upon project completion.
- **Photographic documentation** of completed facilities demonstrating project completion and operational readiness.
- **Standard Form 429 (Real Property Status Report)** at grant closeout and annually thereafter for the property's useful life or until federal interest ends, as required by 2 C.F.R. 200.330.

ITEM 8.A
(DKCRA) Pioneer Project Incentive Program Agreement (PPIP) with Souza & Martins Savory Bites for a project located at 30 Broadway

Request

Request approval of the Downtown Kissimmee Community Redevelopment Agency (DKCRA) Pioneer Project Incentive Agreement (PPIP), Contract #20260221, with Souza & Martins Savory Bites for the project located at 30 Broadway.

Explanation

One of the goals of the Downtown Kissimmee Community Redevelopment Agency (CRA) is to use developer incentives to encourage private-sector investment in downtown Kissimmee, thereby increasing property values and economic opportunity.

The City Commission approved the Downtown Kissimmee CRA Pioneer Project Incentive Program (PPIP) as a vehicle to support development projects that will positively impact the residential and business community, and the economic vitality of the CRA. Qualifying projects are evaluated on a case-by-case basis by staff for capital investment, job creation, and alignment with the CRA Master Redevelopment Plan.

Souza & Martins Savory Bites DBA Nosso Quintal Brazilian Bar & Grill submitted a PPIP application for the redevelopment of the property located at 30 Broadway. The project will redevelop and rehabilitate an existing, underutilized legacy masonry structure (a former bank building) into a 3,020-square-foot upscale restaurant and culturally immersive Brazilian-inspired hospitality destination.

The project meets the PPIP Policy's definition of an innovative commercial project that will:

- Introduce a unique destination hospitality concept to the Downtown Kissimmee market.
- Modernize outdated building systems, including mechanical, electrical, plumbing, HVAC, and life safety infrastructure within a high-strength concrete vault structure.
- Generate substantial downtown foot traffic and engagement via monthly public events, outdoor activations, and themed programming.
- Create an estimated 25–40 full-time and part-time jobs.

The applicant requested the maximum program funding threshold of $150,000. However, per the PPIP policy, approved incentives are limited strictly to ten percent (10%) of eligible tangible project costs. Staff reviewed the project pro-forma and finalized an Eligible Tangible Costs Worksheet (excluding soft costs such as design, engineering, and permitting).

The total eligible tangible construction costs (spanning general construction, concrete/vault work, and primary MEP/sanitary/hood systems) total $760,000. Ten percent of these eligible physical improvement costs equates to a recommended grant award of $76,000.

Therefore, staff recommends approving the award of a PPIP grant to Souza & Martins Savory Bites DBA Nosso Quintal Brazilian Bar & Grill in the amount of $76,000.

The attached agreement memorializes the grant award, terms, and mutual commitments of the parties. The grant will be awarded on a one-time reimbursement basis once the project is completed, has received a Certificate of Occupancy, and the developer provides verified invoices and paid proof of payment.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622208 508282	N/A	Decrease	76,000	76,000

Financial Summary:

The Downtown Kissimmee CRA has funds available in the Aids to Private Organizations account to support this grant. Funding will be disbursed in a single payment of $76,000 upon project completion verification.

Recommendation

Approve the Downtown Kissimmee Community Redevelopment Agency (DKCRA) Pioneer Project Incentive Agreement (PPIP) with Souza & Martins Savory Bites for the project located at 30 Broadway.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Samia Singleton

Attachment(s):
1. (S) DKCRA PPIP Agreement Nosso Quintal

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
PIONEER PROJECT INCENTIVE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 202_ by and between the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA)**, a special district of the State of Florida, hereinafter referred to as the "**CRA**" and Souza & Martins Savory Bites DBA Nosso Quintal Brazilian Bar & Grill, hereinafter referred to as "**DEVELOPER**".

WITNESSETH:

WHEREAS, DEVELOPER will redevelop the property located at 30 Broadway into a restaurant and experience-driven hospitality destination in the Downtown Kissimmee Redevelopment Area (the "Area") and its business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the "Plan"); and

WHEREAS, DEVELOPER supports the mission of the Downtown Kissimmee Redevelopment Area (the "Area") and maintains that its development plan for a forthcoming business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the "Plan"); and

WHEREAS, the Plan, supports financial incentives to encourage private sector investment and business development within the Area; and

WHEREAS, to help promote investment and development in the Area, the CRA established the Pioneer Project Incentive Program (the "PPIP") and policy, attached hereto and incorporated herein by reference as Exhibit "A", as a vehicle to help support those endeavors; and

WHEREAS, DEVELOPER has submitted a PPIP application for Nosso Quintal Brazilian Bar & Grill at 30 Broadway, which will provide significant economic, cultural, and community benefits to the Downtown Kissimmee CRA District.; and

WHEREAS, grant funds will be used for the rehabilitation of an existing legacy structure; Modernization of outdated building systems, including plumbing, electrical, HVAC, and life safety infrastructure; Structural adaptation and preservation of an existing downtown building rather than new greenfield development; Improvements to exterior appearance and public-facing streetscape elements; and

WHEREAS, the CRA reviewed the application and determined DEVELOPER is eligible for a PPIP grant; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which DEVELOPER shall be awarded a PPIP grant.

NOW THEREFORE, in consideration of mutual covenants, conditions, and promises contained herein, the Parties agree as follows:

1. **Recitals Incorporated**. The above-listed recitals are true and correct and hereby incorporated into this Agreement.

2. **Exhibits.** The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

Exhibits	**Description**
"A"	PPIP Policy
"B"	Souza & Martins Savory Bites DBA Nosso Quintal Brazilian Bar & Grill PPIP Application
"C"	Project Description
"D"	Eligible Project Costs Worksheet
"E"	Human Trafficking Affidavit

3. **Term**. This Agreement shall take effect on the date stated above and shall continue until DEVELOPER fulfills its grant obligations, a period not to exceed five (5) calendar years, unless terminated earlier by either party as provided herein from the effective date of this Agreement.

4. **Eligible Incentives.** DEVELOPER shall receive a one-time PPIP grant, equal to 10 percent of the eligible project hard costs, in the amount of seventy-six thousand dollars ($76,000).

5. **Grant Conditions and DEVELOPER Obligations**.

a. DEVELOPER agrees that all PPIP grant funding shall be used for eligible hard project costs outlined in Exhibit D.

b. DEVELOPER agrees that the award is final, non-negotiable and by ratifying this Agreement, covenants not to pursue supplemental PPIP funding from the CRA.

c. DEVELOPER agrees to follow the procedures outlined in the CRA's PPIP policy and acknowledges receipt and full understanding thereof.

d. DEVELOPER's failure to meet the eligibility requirements and all obligations outlined in the PPIP policy may be considered a material default of this Agreement, and DEVELOPER may be required to reimburse CRA for any and all funds which may have been dispersed.

e. DEVELOPER agrees to prominently display a sign provided by the CRA on the premises indicating that the property is a CRA Pioneer Project site.

6. **CRA Obligations**. The CRA agrees to award the DEVELOPER a one-time PPIP grant in the amount of $76,000. The PPIP grant funds will be provided to the DEVELOPER once the Project is completed and has received a Certificate of Occupancy and DEVELOPER has provided the CRA with invoices for compensable improvements within the scope of DEVELOPER's application and this Agreement.

7. **Notice**. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CRA: Downtown Kissimmee Community Redevelopment Agency
City of Kissimmee, Development Services

Attn: Samia Singleton
101 Church Street
Kissimmee, Florida 34741

and

Office of the City Attorney
Attn: Kalanit Oded
101 Church Street
Kissimmee, Florida 34741

DEVELOPER: Souza & Martins Savory Bites
30 Broadway
Kissimmee, FL 34741

8. **Termination.** Either Party may terminate the Agreement for convenience by giving the other Party written notice at least thirty (30) days prior to effective date of termination. CRA may terminate this Agreement immediately with Notice to DEVELOPER in the event of any breach of the conditions of the Agreement by DEVELOPER, including non-performance of duties. In the event of Termination, DEVELOPER shall be required to reimburse the CRA for any grant funding received, if performance measures were not achieved.

9. **Severability**. All clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.

10. **Waiver.** No waiver by either Party of any defaults shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

11. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, or assigns.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida. Venue shall be in Osceola County, Florida.

13. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.

14. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.

15. **Clauses Required By State Law.**

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

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

ii. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to City.

iii. Upon completion of the contract, Vendor shall transfer, at no cost, to City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's

custodian of public records, in a format that is compatible with the information technology systems of City. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

iv. Upon notice to Vendor of a request to inspect or copy public records relating to a City's contract for services, Vendor shall provide the records to City or allow the records to be inspected or copied within a reasonable time.

v. If Vendor 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 Vendor 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, 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.

c. Discriminatory Vendor List. Vendor hereby acknowledges its continuous duty to disclose to City if Vendor 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 Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

d. **Public Entity Crimes.** Vendor 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. Vendor acknowledges the continuous duty to disclose to the City if Vendor or any of its affiliates are placed on the convicted vendor list.

e. **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 Vendor, 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, Vendor 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.

f. **Non-Discrimination.** Vendor, 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.

Vendor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon Vendor, its successors, transferees,

and assignees, for the period during which Services are provided. Vendor further agrees to ensure that its independent Vendors and subcontractors are not in violation of the terms of this provision.

g. **Human Trafficking.** Vendor shall provide City with a completed affidavit signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes. See "Exhibit E" for a sample human trafficking affidavit.

h. **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 subcontractors during the term of this Agreement. If Vendor enters into a contract with a subcontractor's performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractors 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 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. Vendor 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 Vendor may use workers outside the United States, who will not be subject to e-verification.

16. **Entire Agreement.** This Agreement and all Exhibits hereto constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any agreement not contained herein shall not be binding on either Party, nor of any force or effect.

17. **Signature Authority**. Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a Party hereto.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY

_____
Mayor Jackie Espinosa, Chair

ATTEST:

_____
Tameara Crespo, City Clerk

APPROVED AS TO FORM:

_____
Kalanit Oded, City Attorney

DEVELOPER

_____
Souza & Martins Savory Bites

Printed Name: Luis Carlos Martins Jr

Title: AMBR

EXHIBIT A

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
PIONEER PROJECT INCENTIVE PROGRAM POLICY

The City of Kissimmee Community Redevelopment Agencies (CRAs) Redevelopment Plans advise the use of developer incentives to attract private sector investment. The creation of a CRA Pioneer Project Incentive Program (PPIP) would incentivize the development of residential, commercial and mixed-use projects in the CRA that would otherwise not happen due to exorbitant local development impact fees.

The PPIP would support development projects that will positively impact the residential and business community, and the economic vitality of the CRA. Qualifying projects are those that are deemed desirable to the CRA and identified as potentially having a significant positive impact on the local economy.

Pioneer projects are defined as follows:

- A residential project that significantly increases the CRA's population.
- An innovative commercial project that creates employment opportunities, attracts significant attraction to the CRA and/or fills an unmet need in the CRA.
- A mixed-use commercial and residential project.

Eligible projects will be based on:

- Public facilities
- Jobs created
- Number of residential units
- Maximum capital investment
- Connection with the CRA Redevelopment Plan

<u>Program Funding</u>

Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Staff review the application and the proposed project, and determine its eligibility..
Incentive amount:

If approved, the PPIP incentive will be limited to a ten (10) percent of the tangible project cost, up to one and a half ($1.5) million.

"Tangible Project Cost" is defined as physical costs that directly contribute to increasing the taxable value of the property, like site development, construction costs, permanent building improvements, and machinery and equipment. Other costs considered "Softs costs", like architectural, engineering and legal fees, financing costs, furniture, etc., are not eligible for reimbursement.

Disbursement schedule:

- Up to$150,000, disbursed in one payment
- Awards between $150,001 and $500,000, disbursed in three (3) equal payments, one per year.
- Awards greater than $500,001, disbursed in five (5) equal payments, one per year (up to $1.5M program maximum)

The CRA reserves the right to approve alternative incentives structures, including (but not limited to) the following:

- TIF Rebate - A partial to full rebate for a defined of time period.
- Permit Fee, Impact Fee and Mobility Fee Waiver or Reduction - Though the City's regional brownfields designation, the City may offer a partial or complete waiver of permitting fees, impact fees and mobility fees.
- Land contribution

*Additional forms of assistance may be provided on a case by case basis.

Procedure

1. Upon receiving an application, CRA staff will determine if the proposed work is eligible for funding and meets the definition of a Pioneer project.
2. Upon submittal of application and all documentation and eligibility requirements, the CRA shall approve the application.
3. Work shall not begin until the applicant receives an approval from CRA staff.
4. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.
5. Applicant must include a timeline for project completion.
6. Once the grant is approved, the applicant must to complete the project within the timeline submitted with the application, plus up to six additional months. with a six- month extension upon written request and written approval by the CRA.
7. Upon completion of the project, the applicant will request disbursement of the Pioneer Incentive, providing evidence that all inspections have been completed, all contractors and materials have been paid in full, copies of paid invoices, and adequate proof of payment including cancelled checks and banks statements showing payment.
8. CRA staff will review the request and backup documentation and will authorize disbursements of grant funds in the amount approved and subject to the appropriate disbursement schedule.

EXHIBIT B

Pioneer Project Incentive Program (PPIP)

Submitted on	7 May 2026, 12:08pm
Receipt number	20
Related form version	11

Applicant Information

Applicant Name	Souza & Martins Savory Bites DBA Nosso Quintal Brazilian Bar & Grill
Contact Person (If Corporation)	Luca Martins
Street Address	30 Broadway
City	Kissimmee
State	FL
Zip Code	34741
Phone	(407) 300 2746
Email	lucamartinsjr@gmail.com
Applicant Business Structure	Limited Liability
Which CRA are you applying for?	Downtown Kissimmee CRA
Have you received CRA funding within the past 2 years?	No
Have you received PPIP funding within the past 5 years?	No

Project Details

Project Site Address	30 Broadway Kissimmee FL 34741
Project sq ft	3,020
Parcel ID	22-25-29-2170-0018-0010

Base Real Property Value	1,679,615
Year of most recent tax assessed value	1,893,600
Does the applicant own the property?	No
If the applicant is not the owner, does the owner authorize thisapplication?	Yes
Upload ownership authorization	Owner Authorization - Rod.pdf
Does the applicant intend to acquire the property?	No
Select the type of project	Commercial (innovative commercial)
Describe public benefits associated with this project.	The proposed redevelopment of Nosso Quintal Brazilian Bar & Grill at 30 Broadway will provide significant economic, cultural, and community benefits to the Downtown Kissimmee CRA District. The project is designed not only as a restaurant, but as an experience-driven hospitality destination intended to activate the downtown corridor, increase pedestrian activity, and contribute to the continued revitalization of the area. Economic Activation Introduction of a new destination hospitality concept within the CRA district Projected annual gross revenue exceeding $3 million Estimated creation of 25–40 full-time and part-time jobs Increased local spending through dining, entertainment, and tourism activity Activation of currently underutilized commercial space through adaptive reuse Downtown & Community Impact Increased nighttime pedestrian traffic and downtown engagement Monthly public events and cultural activations designed to attract both residents and visitors Planned themed event programming, including outdoor activations and community-centered experiences Enhancement of the overall downtown atmosphere through high-quality design, lighting, landscaping, and façade improvements Tourism & Cultural Contribution Introduction of a culturally immersive Brazilian-inspired concept unique to the Downtown Kissimmee market Attraction of regional visitors and tourism-related traffic Alignment with Experience Kissimmee and broader city tourism initiatives Contribution to the diversification of dining and entertainment offerings within the CRA district Property & Infrastructure Improvements Significant private investment into the rehabilitation of an existing legacy structure Modernization of outdated building systems, including plumbing,

electrical, HVAC, and life safety infrastructure Structural adaptation and preservation of an existing downtown building rather than new greenfield development Improvements to exterior appearance and public-facing streetscape elements	
	How many jobs will this project create?
25-40 full-time and part-time jobs	
Describe how this project aligns with the CRA's goals and objectives.	Long-Term CRA Alignment The project aligns with the CRA's goals of economic development, downtown activation, property revitalization, and enhancement of the public experience within the urban core. The proposed investment is intended to create a long-term positive impact by increasing business activity, strengthening the downtown identity, and contributing to the continued growth of the City of Kissimmee.
Real property construction value	$1,200,000
Total private investment amount	$1,700,000
Total project cost	$1,700,000
Total tangible project costs	$1,580,000
What is the requested PPIP funding amount?	$150,000
Does the applicant have all the private funding in place to complete this project?	Yes
Please explain why you answered "no"	
Estimated project start date	05/11/2026
Estimated completion date	06/13/2026

Upload Documents

W-9	W9 Souza Martins 2026.pdf
Site plan, conceptual plan elevations, renderings or floor plans	DS_P26-6348-00.0-SOUZ00_Sign.pdf UPDATED PRESENTATION 0415.pdf DS_P26-6348-00.0-SOUZ00_ExtAtlPack.pdf 30_Broadway_Interior_Alteration_Full_Submittal copy.pdf
Preliminary Project Schedule	PROJECT Schedule.pdf
Project Description	PROJECT PROPOSAL 0504.pdf

Resume of the developer or development team	We are Restaurateurs.pdf
Project pro-forma or budget	SKM_4051i26050610330.pdf Lease 30 Broadway Ave Executed.pdf Development Pro Forma.pdf Grant Request Letter.pdf
Signature	 Link to signature

EXHIBIT C

RESTAURATEURS
DESIGN SOLUTIONS

Project No. 30B-2026

PROPOSAL

NOSSO QUINTAL
BRAZILIAN BAR & GRILL

Created by :
Koralyss Dominguez - Chief Executive
Restauranteurs Design Solutions

Prepared for :
Luca Martins - CEO
30 Broadway Ave Kissimmee FL

RESTAURATEURS
DESIGN SOLUTIONS

Created by :
Koralyss Dominguez - CEO
Restauranteurs Design Solutions
www.restauranteursdesignsolutions.com

NOSSO QUINTAL
OVERVIEW
AND
DESIGN PROPOSAL



The proposed design introduces a refined yet energetic environment that captures the essence of Brazilian hospitality. Through the integration of natural textures, layered lighting, and bold artistic statements, the space is crafted to deliver a memorable sensory experience. The layout promotes fluid interaction between guests and the environment, creating a balance between intimacy and vibrancy while supporting efficient operational flow.

WHO WE ARE

Restaurateurs Design Solutions is a hospitality-focused design and build firm specializing in the full development of restaurant concepts from initial vision through operational launch.
With over 10 years of experience across Central Florida, the company integrates design, construction, and operational strategy to deliver high-performing restaurant environments. Our expertise spans kitchen design, spatial planning, permitting, and full build-out execution, ensuring that each project is not only visually compelling but also operationally efficient.

We place a strong emphasis on workflow optimization, code compliance, and guest experience, creating spaces that function seamlessly for staff while delivering an elevated dining experience for customers. From concept development to final licensing and opening, our team provides a comprehensive, end-to-end solution tailored to the unique demands of the hospitality industry.

Our portfolio includes successful concepts across the region, demonstrating a proven ability to deliver projects that balance design, efficiency, and long-term operational success.

WHAT WE DO

Restaurateurs Design Solutions delivers full-service restaurant development, combining design, construction, and operational strategy into a single, integrated process.

Our approach goes beyond traditional build-outs by focusing on how a restaurant functions day-to-day, ensuring that every design decision supports efficiency, compliance, and long-term performance.

CORE SERVICES



Concept Development & Planning

We translate vision into executable concepts, aligning brand identity, layout, and customer experience with operational requirements and market positioning.



Kitchen & Operational Flow

We design kitchens with a strong emphasis on workflow efficiency, equipment placement, and production capacity, ensuring seamless back-of-house operations and reduced bottlenecks.



Full Design & Build-Out Execution

From demolition to final finishes, we manage the complete construction process, including coordination of all trades (MEP, millwork, finishes) to deliver projects on time and within scope.



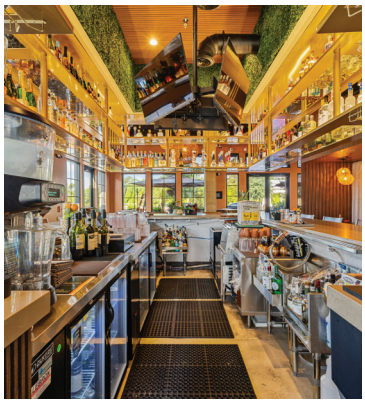
Permitting & Code Compliance

We navigate local and state requirements, coordinating with building departments, fire marshals, and health authorities to ensure full compliance and smooth approvals.



Customer Experience Design

We develop environments that reflect the brand identity while enhancing guest interaction, comfort, and overall dining experience.



Operational Readiness

We support clients through the final stages of opening, including licensing, inspections, and operational setup, ensuring a smooth transition from construction to active service.

OUR TEAM - MESSAGE FROM THE CHIEF EXECUTIVE



Over the past decade, I have had the privilege of working within the Central Florida hospitality landscape, contributing to the development of a diverse range of restaurant concepts that blend strong operational foundations with distinctive design. Through Restaurateurs Design Solutions, our team has been involved in the creation and execution of projects such as Sajoma Latin Fusion, Blend & Bite, Tacos Don Andres across multiple locations, 14 Bis Pizzeria, Sodiê Doces, and Pronto Italy Pizzeria. Each experience has reinforced our commitment to thoughtful planning, precision in execution, and a deep understanding of how successful restaurants truly operate.

At our core, we believe that exceptional hospitality environments are defined by more than aesthetics alone. They are the result of a careful balance between design, functionality, and experience. Our approach is rooted in delivering spaces that feel refined, intentional, and seamlessly executed — environments that not only welcome guests, but leave a lasting impression. From concept through completion, we remain closely involved in every phase, ensuring that each project reflects a standard of quality, sophistication, and long-term performance that defines our work.

It is with this perspective that we are pleased to present this proposal — a reflection of the experience, knowledge, and dedication our team has developed over the years. We approach every opportunity with a commitment to excellence and a focus on delivering results that meet the highest standards of design, execution, and operational success.

Created by :
Koralyss Dominguez - Chief Executive
Restaurateurs Design Solution

Created by :
Koralyss Dominguez - Chief Executive
Restaurateurs Design Solutions
www.restaurateursdesignsolution.com

EXECUTIVE SUMMARY

The proposed project at 30 Broadway consists of a full interior alteration to deliver Nosso Quintal Brazilian Bar & Grill, an upscale, fully custom-designed restaurant concept. The scope includes the complete transformation of the existing space into a high-performance hospitality environment, integrating all mechanical, electrical, and plumbing systems, commercial kitchen infrastructure, and architectural enhancements. The design emphasizes a refined, immersive atmosphere supported by efficient spatial planning and seamless coordination between front- and back-of-house operations.

With an estimated construction value of approximately **$1,580,000**, the project represents a strategic investment in both design quality and operational performance. Key components include custom millwork, a fully engineered kitchen and hood system, specialized finishes, and a signature trellis feature. The execution is guided by a disciplined, code-compliant approach, ensuring efficient delivery while meeting all regulatory requirements.

The development strategy prioritizes precision, coordination, and long-term performance, with a strong focus on maintaining construction timelines while upholding the highest standards of quality. Each phase of the project is approached with careful planning and attention to detail, minimizing risk and ensuring a seamless transition from construction to operation. Upon completion, the project is positioned to contribute meaningfully to the continued growth and activation of Downtown Kissimmee, reinforcing its role as a destination for both local patrons and visiting audiences.

PROJECT APPROACH

The project will be executed through a coordinated design-build approach, aligning architectural intent with engineering and construction from the outset. All systems — including mechanical, electrical, and plumbing — are integrated early to ensure efficiency, compliance, and a controlled construction process. The focus is on precision, schedule discipline, and seamless coordination across all trades.

DESIGN & OPERATIONAL INTEGRATION

The design balances visual impact with operational performance, delivering an environment that is both refined and highly functional. Spatial planning, material selection, and custom elements are carefully aligned to enhance the guest experience while supporting efficient service flow. The result is a cohesive, high-performing space built for long-term success.

Signature :

Date :

Prepared for :
Luca Martins - Chief Executive
Nosso Quintal Brazilian Bar & Grill

INTRODUCTION AND COVER LETTER

Created by :
Koralyss Dominguez - Chief Executive
Restaurateurs Design Solutions

Prepared for :
Luca Martins- Chief Executive
Nosso Quintal Brazilian Bar & Grill

Dear Luca Martins - Chief Executive / Nosso Quintal Brazilian Bar & Grill

It is our pleasure to present this proposal for the development of Nosso Quintal Brazilian Bar & Grill, located at 30 Broadway in Downtown Kissimmee. This document reflects a comprehensive approach to the design and construction of a fully custom, upscale restaurant environment, developed with a clear focus on operational performance, design quality, and long-term success.

Our team brings nearly a decade of experience in the Central Florida hospitality market, with a proven track record in the execution of restaurant concepts ranging from fast-casual to full-service dining. Through this experience, we have developed a disciplined approach that prioritizes efficient workflow, code compliance, and thoughtful design integration. Each project is approached with a strong emphasis on coordination, ensuring that all systems — architectural, mechanical, electrical, and plumbing — are aligned from the outset.

This proposal outlines a clear path from concept through completion, balancing creative vision with practical execution. The goal is to deliver a space that is not only visually compelling, but also highly functional and sustainable in operation. We remain committed to maintaining quality, schedule, and transparency throughout the development process, ensuring a smooth transition from construction to opening.

We appreciate the opportunity to present this proposal and look forward to contributing to the continued growth and activation of Downtown Kissimmee through a project that reflects both strong design and operational excellence.

Created by :
Koralyss Dominguez - Chief Executive
Nosso Quintal Brazilian Bar & Grill

RESTAURATEURS
DESIGN SOLUTIONS

Created by :
Koralyss Dominguez - Chief Executive
Restaurateurs Design Solutions
www.restaurateursdesignsolution.com

PROJECT OVERVIEW AND DESIGN PROPOSAL

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CONSTRUCTION SCOPE & SYSTEMS INTEGRATION

Core Build-out Components

This project includes a full interior build-out with a focus on durability, performance, and code compliance. The scope integrates all primary construction systems, ensuring a cohesive and high-functioning environment from structural elements to final finishes.

Key components include:

- Full mechanical, electrical, and plumbing systems (MEP)
- Commercial kitchen infrastructure and hood system
- Grease trap and sanitary systems with lift station
- Custom millwork and architectural build-outs
- High-performance flooring (kitchen and dining areas)
- Interior and exterior finishes, including tile and specialty materials

All systems are designed and executed to meet Florida Building Code requirements and local jurisdiction standards.

Systems & Operational Perfomance

The project is engineered to support a high-efficiency restaurant operation, balancing guest-facing design with back-of-house functionality. Equipment placement, service circulation, and system coordination are carefully aligned to optimize workflow and long-term performance.

Performance considerations include:

- Efficient kitchen workflow and equipment layout
- Proper ventilation and air balance (hood and makeup air)
- Electrical load distribution for commercial equipment
- Plumbing systems designed for high-volume service
- Integration of lighting, ambiance, and functional design elements

The result is a space that operates seamlessly under real service conditions while maintaining a refined and consistent guest experience.

Created by :
Koralyss Dominguez - Chief Executive
Restaurateurs Design Solutions
www.restaurateursdesignsolution.com

Project Constraints

The existing structure at 30 Broadway is an older masonry building, originally constructed as a financial institution. The building's age and construction type introduce specific limitations, particularly related to wall penetrations and system routing. The masonry walls and structural elements require careful coordination for all mechanical, electrical, and plumbing installations, impacting both execution methods and sequencing.

Additionally, the project involves a full interior conversion from office use to a restaurant environment. Existing electrical and sanitary systems are outdated and not aligned with current commercial kitchen demands, requiring full upgrades and reconfiguration to meet code and operational requirements.

Technical Conditions

The proposed kitchen location presents a unique structural condition, as it is situated within the former bank vault. This area is constructed with high-strength concrete (approximately 6,000 PSI) reinforced with steel, significantly increasing the complexity of slab penetration and underground plumbing installation.

Due to elevation differences and system layout constraints, the project requires the installation of a lift station and specialized pumping system to properly discharge waste to the existing sanitary infrastructure. This condition has been incorporated into the design and budget; however, it introduces additional coordination and execution complexity.

Industry & Construction Risks

Projects involving adaptive reuse of older structures typically carry inherent uncertainties, particularly during demolition and field verification phases. Conditions not visible during initial inspections may require adjustments to design or construction methods as the project progresses.

Our approach includes proactive coordination, phased investigation, and contingency planning to mitigate these risks while maintaining schedule and quality standards.

Budget Considerations

The current budget has been developed with these conditions in mind, including allowances for specialized construction methods and system upgrades. However, due to the structural nature of the building and the complexity of underground work, there remains a potential for unforeseen conditions that may impact final costs.

These risks are managed through careful planning, ongoing evaluation, and transparent communication throughout the construction process.

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Koralyss Dominguez - Chief Executive
Restaurateurs Design Solutions
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PROJECT EXECUTION TIMELINE

The project will be executed through a structured, phase-driven approach, ensuring coordination across design, permitting, and construction. Each milestone is aligned with regulatory requirements and operational readiness, maintaining schedule discipline while allowing flexibility for field conditions and approvals.

Milestone	Tasks	Timeline	Reporting	Day
PHASE 1 DESIGN & DEVELOPMENT	• Conceptual design development • Design presentation and approval • Architectural layout development • Client approval of architectural plans	Week 1-3	2	04/01

PHASE 2
ENGINEERING & PERMITTING
	• MEP drafting and coordination
	• MEP presentation and approvals
	• Full permit package submission
	• Submission for:
	  • Interior Alteration
	  • Exterior Alterations
	  • Signage
	  • True Work of Art
		Week 3-6	2	04/17

PHASE 3 PRE-CONSTRUCTION	• Plan review monitoring / responses • Permit approvals and issuance • Pre-construction coordination meeting • Project mobilization	Week 6-10	1	05/18
PHASE 4 CORE CONSTRUCTION	• Demolition and site preparation • Underground work • Underground inspections and slab pour • Framing and structural work • Rough-in for MEPS • Rough inspections	Week 10-12	2	06/02
PHASE 5 BUILD-OUT & SYSTEMS	• Wall closure and finishes • Tile and specialty installations • Equipment installation • Hood and HVAC systems installation • Trim work and inspections	Week 14	2	06/08
PHASE 6 FINALIZATION & INSPECTIONS	• Final inspections (Building, Fire, MEP) • Equipment and system testing • Decorative lighting and finishing touches	Week 15	1	06/11
PHASE 7 OPERATIONAL REDINESS	• Furniture and décor installation • POS system integration • Staff training and mock service runs • Full operational testing	week 15	1	06/12

Project Value & Delivery

$ 1,580,000

Total Estimated Project Investment

This proposal represents a comprehensive approach to the design and construction of a fully customized hospitality environment, developed with a clear focus on performance, durability, and long-term value. The project integrates architectural design, engineering, and construction into a cohesive execution strategy, ensuring that every component is aligned with both operational demands and design intent.

The investment reflects not only the scope of construction, but the level of coordination, precision, and expertise required to deliver a project of this complexity. From structural challenges to system integration and final execution, each phase is approached with a commitment to quality, efficiency, and accountability.

PROJECT COMPONENTS INCLUDE:

- Full interior build-out and structural modifications
- Mechanical, electrical, and plumbing systems (MEP)
- Commercial kitchen and hood system
- Grease trap and lift station installation
- Custom millwork and architectural finishes
- Flooring, tile, and specialty materials
- Lighting and decorative elements
- Exterior enhancements and signage

PROJECT PRICING & PAYMENT STRUCTURE

The total project investment is structured to align with key construction milestones, ensuring transparency, progress accountability, and controlled cash flow throughout the duration of the project. Payments are distributed based on completion of defined phases, allowing for clear tracking of progress while maintaining alignment between execution and financial commitment.

This structure reflects standard industry practices for commercial construction and is designed to support efficient project delivery while maintaining flexibility to accommodate field conditions and scheduling adjustments.

Payment	Proposed payment terms
10% (10%)	**Contract Execution (Mobilization)** Initiation of project, scheduling, and procurement planning
15% (25%)	**Completion of Design & Engineering Phase** Approved architectural and MEP plans, ready for permitting
15% (40%)	**Permit Approval & Pre-Construction** Permits issued, project mobilization and site preparation
20% (60%)	**Completion of Underground & Structural Work** Underground plumbing/electrical, slab work, framing initiation
15% (75%)	**Completion of Rough-In Phase** Mechanical, electrical, and plumbing rough installations
15% (90%)	**Completion of Build-Out & Equipment Installation** Finishes, kitchen equipment, millwork, and systems installation
10% (100%)	**Final Inspections & Project Close-Out** Final approvals, punch list completion, and project delivery

All payments are due upon completion of each milestone as verified by project progress. Any additional work resulting from unforeseen or concealed conditions, design revisions, or scope changes will be documented through formal change orders. No additional work will be performed without written approval from the Owner. Adjustments to project cost and schedule may result from such conditions.

Item	Project / Service	Price	Sum
PRE-CONSTRUCTION / DESIGN & ENGINEERING	Architectural Design & Interior Plans	60,000	189,500
	Exterior Façade Design & Engineering	15,000	
	Signage Design + Wind Load Engineering	10,000	
	Trellis Structural Engineering	8,000	
	Site Surveying & Existing Conditions	7,500	
	Structural Engineering (Vault + Existing Building)	20,000	
	Mechanical Engineering	15,000	
	Electrical Engineering	12,000	
	Plumbing Engineering (Grease + Lift Station)	14,000	
	Plan Review Consultancy	8,000	
	Permitting & Fees	20,000	
CONSTRUCTION & CORE BUILD-OUT	General Construction (Demo, Framing, Finishes)	300,000	760,000
	Concrete Cutting + Vault Work	60,000	
	Mechanical Systems (HVAC + Hood + MUA)	105,000	
	Electrical Systems	85,000	
	Plumbing Systems	95,000	
	Grease Trap + Lift Station	55,000	
	Underground Plumbing	60,000	
KITCHEN & BACK-OF-THE-HOUSE	Commercial Kitchen Equipment	70,000	220,000
	Walk-In Coller & Freezer	35,000	
	Hood System	95,000	
	Gas + Fire Suppression	20,000	
INTERIOR DESIGN & FINISHES	Custom Millwork	60,000	215,000
	Furniture Package	50,000	
	Decor & Styling	35,000	
	Decorative Lighting	30,000	
	Sound System	15,000	
	True Work of Art Installation	25,000	
EXTERIOR & EXPERIENCE	Covered Patio Enhancements	28,000	80,000
	Exterior Trellis + Greenery	32,000	
	Exterior Signage	20,000	
PROJECT MANAGEMENT & CONSULTING	Design Development Fee	45,000	115,500
	Construction Management	30,000	
	Vendor Coordination	18,000	
	Testing & Commissioning	12,500	
	Pre-Opening Support	10,000	
TOTAL			**1,580,000**

Acceptance of Quote

RESTAURATEURS
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$ 1,580,000

Acceptance of this proposal initiates a structured and fully managed process toward the realization of a high-end, fully customized restaurant environment. This investment reflects the complexity of the build-out, including structural challenges, system integrations, and the level of detail required to deliver a premium hospitality experience.

Upon execution, Restaurateurs Design Solutions will proceed with full coordination of design, permitting, and construction phases, ensuring alignment with project objectives, regulatory requirements, and operational performance standards.

We are committed to delivering a final product that reflects excellence in both design and execution, and we look forward to successfully bringing this project to completion.

By signing below, the client agrees to the terms and scope outlined in this proposal.

Signature :

Date :

Client Name :
Luca Martins - Chief Executive
Nosso Quintal Brazilian Bar & Grill

RESTAURATEURS
DESIGN SOLUTIONS

Project No. 30B-2026

PROPOSAL

NOSSO QUINTAL
BRAZILIAN BAR & GRILL

Created by :
Koralyss Dominguez - Chief Executive
Restaurateurs Design Solutions

Prepared for :
Luca Martins - Chief Executive
Nosso Quintal Brazilian Bar & Grill

EXHIBIT D

Eligible Tangible Costs Worksheet

Project Name: Souza & Martins Savory Bites DBA Nosso Quintal Brazilian Bar & Grill

Date Created/Revised: 5/26/2026

Description	Cost
General Construction (Demo, Framing, Finishes)	$300,000
Concrete Cutting + Vault Work	$60,000
Mechanical Systems (HVAC + Hood + MUA)	$105,000
Electrical Systems	$85,000
Plumbing Systems	$95,000
Grease Trap + Lift Station	$55,000
Underground Plumbing	$60,000
Total Costs	**$760,000**
Total PPIP Award (10% of eligible tangible costs)	**$76,000**

EXHIBIT E

CITY OF
KISSIMMEE
1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Souza & Martins Savory Bites LLC does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Luis C Martins Jr

Title of Contractor's Authorized Representative: AMBR

Signature of Contractor's Authorized Representative:

Date: 6/25/26

Est. 07.15.2024

ITEM 8.B
Florida League of Cities Voting Delegate 2026

Request

To designate a voting delegate for the Florida League of Cities Annual Conference being held August 13-15, 2026 at the Diplomat Beach Resort in Hollywood, Florida.

Explanation

The Florida League of Cities Annual Conference includes an Annual Business Session where critical decisions, including the election of League Leadership and adoption of resolutions, will be made. Therefore, it is essential to designate one Commissioner as the voting delegate for the City of Kissimmee.

Recommendation

Designate one official to cast our municipality's vote during the Annual Business Session on August 15, 2026.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. 2026 Voting Delegate Memo

FLC
FLORIDA LEAGUE OF CITIES

To: Key Official

From: Eryn Alcorn, Florida League of Cities

Date: June 18, 2026

Subject: 2026 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13-15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 15, 2026**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at *flcities.com*.

If you have any questions about voting delegates, please email *ealcorn@flcities.com*.
Voting delegate forms must be received by the League no later than July 31, 2026.

Attachments: Form Designating Voting Delegate

2026 Annual Conference
Florida League of Cities, Inc.
August 13-15, 2026
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2026.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:
Eryn Alcorn
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *ealcorn@flcities.com*