

COMMUNITY REDEVELOPMENT AGENCY

ADVISORY BOARD MEETING AGENDA



Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the February 18, 2026, Community Redevelopment Agency Advisory Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

Agenda

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - A. January 28, 2026 – Community Redevelopment Agency Advisory Board Meeting
4. Public Comment
5. Old Business
 - A. DTO Restaurant Program Funding Agreement with Hula Mula, LLC – Harmon Wattenbarger, Economic Development Coordinator
6. New Business
 - A. Contract with Turner Construction Company Lake Eola Gateway Entrance and 30S. Orange Pocket Park Project – Justin Eason, Assistant Director
 - B. Contract with First Capital Property Group, Inc. for Property Marketing Services for the 1 North Orange Building – Juliana Bernal Guinand
7. Date of Next Meeting
8. Adjournment

COMMUNITY REDEVELOPMENT AGENCY

ADVISORY BOARD MEETING AGENDA



Memorandum

To Kimberly Stewart, Chair
Rachel Moalli, Vice Chair
Steve Garrity
Jason Chin
Dr. Robert M. Spooney

From David Barilla, Executive Director of the Downtown Development Board/Community Redevelopment Agency

Date February 18, 2026

Subject Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for February 18, 2026

Approval of Minutes

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the January 28, 2026, Community Redevelopment Agency Advisory Board Meeting.

Public Comment

Old Business

A. DTO Restaurant Program Funding Agreement with Hula Mula, LLC *Harmon Wattenbarger, Economic Development Coordinator*

In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2023, the program was divided into two programs, the DTO Retail Program and the DTO Restaurant Program. The DTO Restaurant Program allows qualifying businesses to be eligible to receive reimbursement funding for tenant improvements and rent expenses. Exact funding levels are dependent on program criteria such as location, square footage, and restaurant classification.

Hula Mula, LLC, a non-full-service cafe style restaurant, has signed a ten (10) year lease for the space located at 201 S. Orange Ave, Suite 105. This new restaurant space is 2,753 sq. ft. and will have approximately 44 seats to support its operation as an all-day café, offering a unique dining experience designed to attract both tourists and local residents. In addition to this restaurant, this entrepreneur has operated restaurants in Europe since 2019 and currently owns three locations. In 2024, his Hula Mula located in Germany was recognized with an award for Best Hawaiian-Inspired Food Café, highlighting his success and innovation in the international dining market.

The overall build-out of the restaurant space is anticipated to cost approximately \$772,000.00. Hula Mula, LLC qualifies for funding in the amount of \$96,355 for tenant improvements. Funding received would be used for build-out expenses including plumbing, flooring, and electrical. Hula Mula, LLC also qualifies for \$50,000 in rental assistance for the first year of the agreement.

DOWNTOWN DEVELOPMENT BOARD - COMMUNITY REDEVELOPMENT AGENCY

City Hall • 400 S. Orange Ave., 6th Floor • P.O. Box 4990 • Orlando, FL 32802-4990

p: 407.246.2555

downtownorlando.com

COMMUNITY REDEVELOPMENT AGENCY

ADVISORY BOARD MEETING AGENDA



Staff requests that the CRA Advisory Board recommend to the CRA approval of the DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency and Hula Mula, LLC, subject to review and approval of the City Attorney's Office and authorize for the Chair of the CRA and Executive Director of the CRA to execute such DTO Restaurant Program Funding Agreement.

New Business

A. Contract with First Capital Property Group, Inc. for Property Marketing Services for the 1 North Orange Building

Juliana Bernal Guinand, Project Manager

One of the goals of the Community Redevelopment Agency (CRA), as outlined in the Downtown Orlando Community Redevelopment Area Plan, is to encourage mixed-use and mixed-income development projects within Downtown Orlando. To advance this objective, the CRA acquired the property located at 1 N. Orange Avenue, situated at the northeast corner of N. Orange Avenue and E. Central Boulevard, for targeted redevelopment and adaptive reuse.

The City of Orlando and the CRA will seek proposals for a triple-net lease, renovation, and adaptive reuse of the Property. The redevelopment vision includes active commercial use on the ground floor and either residential or hospitality use on the upper floors.

To support this effort, the CRA intends to enter into an agreement with First Capital Property Group, Inc. The City of Orlando and First Capital Property Group, Inc. have previously entered into a contract for Real Estate Appraisal and Consulting Services (RFP20-0079-8) effective February 9, 2021, the terms of which the CRA and Contractor desire to use as the basis for the performance of work under this Contract. Their role will be to attract and engage a broad pool of qualified development partners and identify the most suitable partner to successfully execute the adaptive reuse of the Property.

The proposed scope includes:

- Market preparation and due diligence on building conditions
- Marketing and outreach, including development of an Offering Memorandum and a custom webpage
- Solicitation support, including hosting solicitation tours, reviewing proposals, and assisting with the ranking of proponents

The total cost for these services is \$200,000, payable in two installments:

- \$50,000 upon execution of the agreement
- \$150,000 contingent upon and due at Lease Execution

Staff requests that the CRA Advisory Board recommend that the CRA approve the Agreement between the Community Redevelopment Agency and First Capital Property

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ADVISORY BOARD MEETING AGENDA



Group, Inc. and authorize the Chief Procurement Officer to enter into and execute the Agreement on behalf of the CRA, subject to review and approval by the City Attorney's Office.

B. Contract with Turner Construction Company Lake Eola Gateway Entrance and 30S. Orange Pocket Park Project

Justin Eason, Assistant Director

The Downtown Orlando Community Redevelopment Area Plan (DTOOutlook) identifies the need for increased green space and "third places" within the urban core. Additionally, the DTO Action Plan outlines a bold vision for creating a downtown that is walkable, active, and inclusive. Through implementation of the Action Plan, the city is prioritizing investments that elevate quality of life, promote community engagement, and support a thriving urban environment. These projects are the boots on the ground implementation of the DTO Action Plan and move away from abstract visioning and toward physical projects that reshape how people experience downtown Orlando.

The 30 S. Orange Ave. project transforms an underutilized vacant lot into a community asset, supporting nearby retail and office by converting a vacant lot into a functional urban "pocket park." This project includes the installation of hardscaping, decorative lighting, shaded seating areas, and sustainable landscaping designed to mitigate the urban heat island effect. Simultaneously, the Lake Eola Gateway component of the project ensures that the city's most iconic park remains accessible and aesthetically integrated with other projects outlined in the DTO Action Plan by creating additional open space adding enhancements to the primary entrance of Lake Eola Park. This component focuses on pedestrian safety improvements, wayfinding signage, and signature "gateway" landscaping to create a seamless transition between the Central Business District and Lake Eola Park.

The City of Orlando issued RFP25-0383 to find a qualified firm to handle design and construction of both the Lake Eola Gateway Entrance and 30 S. Orange Pocket Park. An advisory committee reviewed proposals from several different firms. Proposals were evaluated based on the team's experience and project approach. Turner Construction Company was ranked as the number one firm by the committee. Following the committee's recommendation, the City Council authorized the Chief Procurement Officer to negotiate a contract with Turner Construction Company. Turner will utilize the design-build method which will allow the City and CRA to remain heavily involved in the design phase. Once the design is finalized and a guaranteed maximum price (GMP) is agreed upon following CRA and City Council approval at a later date, Turner will shift into the lead builder role responsible for site preparation, subcontractor oversite, and will ensure the project meets the City's high standards for public spaces.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the Design-Build Pre-Construction Agreement between the City, CRA and Turner Construction Company for the Lake Eola Gateway Entrance and 30 S. Orange Pocket Park Project, subject to review and approval of the City Attorney's Office and authorize the City's Chief Procurement Officer to execute the Agreement on behalf of the CRA.

COMMUNITY REDEVELOPMENT AGENCY

ADVISORY BOARD MEETING AGENDA



Date of Next Meeting

The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, March 25, 2026, at 3:00 p.m. in Veterans Conference Room.

Adjournment

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DTO Restaurant Program Funding Agreement

Hula Mula LLC

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2026, by and between the Community Redevelopment Agency of the City of Orlando, Florida, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 400 South Orange Avenue, Orlando, Florida 32801, and Hula Mula LLC, a Florida limited liability company (hereinafter referred to as “Grantee”), whose address is 7901 4th Street N, St. Petersburg, Florida 33702 (hereinafter jointly referred to as “the Parties”).

WITNESSETH

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Downtown Orlando Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Downtown Orlando Community Redevelopment Area (the “Area”), the CRA established the DTO Restaurant Program (the “Program”) in order to encourage property owners and restaurant owners to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

WHEREAS, this Program is intended to attract quality restaurateurs and to achieve high-quality interior buildout of restaurants within the core of downtown by supplementing the tenant improvement allowance made available to tenants by property owners, which will make downtown properties financially competitive; and

WHEREAS, such rehabilitation and revitalization will assist in the elimination of blight in the targeted zones and also assist with the retaining and attracting business and economic development, increasing job opportunities, and otherwise promoting the general health, safety, and welfare of the City of Orlando, Florida; and

WHEREAS, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

WHEREAS, the Grantee is presently the tenant of certain real property located within the Area, with such property being more particularly described in **Exhibit “B”**, attached hereto and incorporated herein by this reference (“the Property”); and

WHEREAS, Grantee’s operation of a non-full-service restaurant with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property qualifies it for the Program; and

WHEREAS, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements as shown in **Exhibit “B”** (“Improvements”) that

will be made to the Property (“the Project”) and rent abatement in accordance with Program guidelines.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of ninety six thousand three hundred fifty five dollars (\$96,355.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 201 S. Orange Avenue, Suite 105, as set forth in **Exhibit “B”**. The CRA shall also award to the Grantee an amount not to exceed the sum of fifty thousand dollars (\$50,000.00) for rent abatement. In no event shall the total funding to Grantee under this Agreement exceed one hundred thousand dollars (\$146,355.00).

Repayment to the CRA shall be deferred for a three (3) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciate at 33% for the first two years and 34% for the third year of the deferment period. At the end of the three-year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon Grantee’s entering into a lease for the Property extending at least through the end of the Term of this Agreement and upon completion of the work and proof shown that Grantee has in fact paid for Improvements for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction of the Improvements was completed in the manner approved by the Program Manager and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the Program Manager’s approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

The CRA shall make rent abatement payments to the Grantee on a quarterly basis upon the CRA’s receipt of proof of rent payments made by the Grantee to its landlord for that quarter.

4. Use of Funds. Grantee shall use the funds for eligible improvements as set forth in the Program's guidelines and this Agreement and rent abatement. Funds shall not be used for any new building construction and new building additions, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in Exhibit "B" shall be initiated within ninety (90) days of the Execution Date hereof and completed within one (1) year after the Effective Date hereof ("Project Completion Deadline") unless the Executive Director of the CRA has granted, at his or her discretion, an extension of time to the Grantee prior to the expiration of the Project Completion Deadline. Should the Project not be completed by the Project Completion Deadline (or Executive Director approved extended date made pursuant to the terms hereof), this Agreement shall be deemed automatically terminated upon the date which is one year from the Effective Date. Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee.

7. Records and Reporting.

a. The Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement and shall make such records available at a mutually agreed upon time for inspection and audit by the CRA staff during regular business hours.

b. At the end of each calendar year or portion thereof during the Term, Grantee shall submit an Annual Financial Report to the CRA's Division Fiscal Manager at the address in Section 28 below showing evidence of Grantee's operation as a restaurant and specifically showing gross revenue from sales of food and non-alcoholic beverages for such year. The Annual Report shall be reviewed and certified (name, signature and license number included) by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA and shall be submitted to the CRA with such certification no later than March 1 of the calendar year following the applicable year. Grantee shall be required to re-pay to the CRA the prorated portion of the Funding, as set forth in Section 2 above, for any year in which less than 51% of the gross revenue is from sales of food and non-alcoholic beverage or for calendar years in which Grantee fails to submit a complete and certified Annual Financial Report by March 1.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The Grantee shall be responsible for obtaining all governmental approvals and permits required for the Improvements and operation of the specified use and at all times be in compliance with the Orlando City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the City of Orlando from granting the Grantee certain waivers, exemptions, or variances as allowed under the Orlando City Code; and
- b. Grantee shall operate a non-full-service restaurant open from at least 07:00 a.m. to 06:00 p.m. daily, as well as from 08:00 a.m. to 06:00 p.m. on Saturdays and Sundays, with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property; however, Grantee shall not seek to obtain an AMS permit to sell alcohol after midnight nor sell alcohol after midnight; and
- c. The Grantee shall maintain occupancy at the Property pursuant to a valid lease for a minimum of three (3) years from the Effective Date of the Agreement.

9. Default. The following shall constitute an Event of Default during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee; or
- b. The Grantee's abandonment of the Property for any reason; or
- c. Grantee not maintaining at least at least 51% of gross revenue from sales of food and non-alcoholic beverages as evidenced by the required reporting in Section 7b. above; or
- d. Grantee seeking to obtain an AMS permit to sell alcohol after midnight or selling alcohol after midnight; or
- e. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld; or
- f. The Grantee or the Property incurs a code enforcement lien; or
- g. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials, appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of, resulting from, or related to the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: The Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage.

b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

20. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

21. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

22. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

23. No Liability or Monetary Remedy. The Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only

remedy available to the Grantee for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

24. Binding Nature of Agreement. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties hereto and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Grantee, or any portion thereof.

25. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

26. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

27. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

a. If to the CRA:
Community Redevelopment Agency
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
Attn: Executive Director
(with a copy to City Attorney's Office)

b. If to the Grantee:
Hula Mula, LLC
7901 4th St. N. Suite 300,
St. Petersburg, Florida 33702
Attn: Steven Lorenz

28. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee

have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

29. No Material Interest. Grantee certifies that no officer or employee of the CRA, nor their spouse or child, serves as an officer, partner, director or proprietor of, nor has a material interest in Grantee.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. Human Trafficking Affidavit. Grantee hereby represents, warrants, and certifies that Grantee does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that Grantee has provided the Human Trafficking Affidavit attached hereto as Exhibit "C".

32. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

33. Term. Unless terminated earlier pursuant to the terms hereof, the Term of this Agreement shall be three (3) years, commencing on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

[SIGNATURES ON THE NEXT PAGES]

Hula Mula LLC

By: _____
Print Name: _____
Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of [] physical appearance or [] online notarization, the undersigned authority, _____, on this _____ day of _____, 2026, who is the _____ of Hula Mula LLC, who is the Grantee. He/she is personally known to me or has produced a [] Driver's License or [] _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

Chairman, Buddy Dyer

Date

ATTEST:

Executive Director

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the
CRA/City of Orlando, Florida, only.

, 2026

Chief Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

DTO Restaurant Program

A. Program Introduction/Goals

Restaurants are vital for urban environments as they drive economic growth, create jobs, foster a vibrant atmosphere, provide community gathering spaces, and contribute to urban revitalization. The presence of diverse and thriving restaurants can transform downtowns into dynamic and prosperous centers that benefit residents, visitors, and the local economy. Conversely, vacant spaces contribute to the spread of blight within downtown areas. The intent of the DTO Restaurant Program (Program) is to activate spaces within the Downtown Orlando Community Redevelopment Area (Area) and establish the Area within Downtown Orlando as a foodie destination, to attract locals and visitors to visit downtown Orlando as well as attract new restaurants and encourage expansion of existing restaurants by reimbursing costs associated with interior buildout and rent of a newly leased property.

Additionally, it is standard practice in the commercial real estate industry for property owners to provide a tenant improvement allowance towards the construction of a newly leased premise. Often, the amount of the tenant improvement allowance becomes the determining factor in a restaurant's decision to enter into a lease for a specific property. The Program seeks to make downtown properties financially competitive to properties further from the city center by supplementing the funding available for tenant improvements to eligible properties within the Area.

This investment in restaurants in the Area helps to accomplish the Community Redevelopment Agency's (CRA) Downtown Community Redevelopment Area Plan (DTOutlook) goals, including:

- Filling vacant retail spaces within the Area in order to prevent the spread of blight within the Area
- Promoting uses that activate storefronts throughout the day, helping to eliminate “dead zones”
- Supporting renovations and adaptive reuse of existing buildings
- Attracting employers and retailers to downtown Orlando
- Supporting incentives for restaurant and retail location and expansion within the CRA
- Supporting retail/restaurant development through incentive programs and other strategies to reduce barriers to entry in the downtown market

B. Program Structure

1. Building Owner/Tenant Investment Requirement:
 - a. For tenant improvement reimbursement funding, the CRA will match dollar for dollar based on the amount the building owner invests in tenant improvements up to a maximum amount based on the square footage requirements set forth in subsection 2 below. Such matching funding by the building owner and tenant is an eligibility requirement for receiving funding under sections 2 a, b, c, or d Below.
 - b. The tenant must be investing at least 10% of the eligible tenant improvement costs.
 - c. If the total contribution from the building owner's investment, the CRA and the applicant's required contribution of at least 10% of the eligible tenant improvement costs equals more than the cost of the build-out associated with the program's eligible items, the CRA will only cover the difference between the building and restaurant owner's contribution and eligible build-out costs.
2. Funding Eligibility:
 - a. Full-service restaurants located within a Focus Area (see Exhibit A) are eligible to receive up to \$100 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. Full-service restaurants refer to a type of restaurant where customers are seated at tables and fully served by waitstaff at all hours during which the restaurant is open.
 - ii. “Focus Area” is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
 - b. Food halls, located within a Focus Area (see Exhibit A) are eligible to receive up to \$75 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. To be eligible for funding under the Program, a food hall must house at least seven (7) separate food and beverage vendor spaces.
 - ii. “Focus Area” is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.

- c. Non-full-service restaurants within a Focus Area (see Exhibit A) are eligible to receive up to \$50 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements shown in Additional Information below.
 - i. Non-full-service restaurants refer to all other types of restaurants where customers are not seated and not served by waitstaff.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
- d. All food service restaurants including full-service and non-full-service restaurants, as well as food halls, that are not located in a Focus Area are eligible to receive up to \$25 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- e. Restaurants or food halls that will be adding or making improvements to outdoor seating areas are eligible to receive an additional \$5 per square foot of the outside seating areas with an additional not-to-exceed funding amount of \$25,000 for reimbursement of costs of eligible tenant improvements within the outdoor seating area.
- f. If the building owner does not invest in tenant improvements or if the business is a franchise, the tenant would be eligible to receive up to \$25 per square foot with a not-to-exceed funding amount of \$75,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- g. All qualifying restaurants and food halls are generally eligible to receive up to \$25,000 to assist with Rent costs and Common Area Maintenance (CAM) costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant outside a Focus Area that has \$4,000 a month rental cost would qualify for \$25,000 would receive up to \$6,250 a quarter).
- h. All qualifying restaurants and food halls located within Focus Areas are generally eligible to receive up to \$50,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant within a Focus Area that has a \$4,000 a month rental cost would qualify for \$48,000 and would receive \$12,000 a quarter).

Additional Information

1. A restaurant is defined as a commercial establishment that is open to the public where food and drink are prepared for on-site consumption. Take-out or meal delivery may occur but a majority of consumption must occur onsite. Restaurants must be licensed through the State of Florida and derive at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all restaurant operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. Additionally, if serving alcohol, a restaurant must operate under a 4COP-SFS Alcohol License (or 2COP if not eligible for SFS due to square footage requirements) in order to qualify for the incentive.
2. A food hall is defined as a cafeteria like dining setting with multiple eating establishments housed together in an area open to the public and where food and drinks are sold for on-site consumption in a communal environment. All vendors within the food hall must be licensed through the State of Florida. The collective sales of all vendors operating within the food hall must contain at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. If alcohol is being served at a food hall it must be sold under a 4COP-SFS Alcohol License or 2COP Alcohol License in order to qualify for the program.
3. Restaurants must be located to or be expanding in the Area. Restaurants that are currently located within the Area that are relocating to another location within the Area or expanding the existing location are eligible for funding only if a restaurant is increasing its space (sq. ft.) by 25% or more based on its current square footage. (see Exhibit A for Area boundaries).
4. The applicant must have at least five (5) years of restaurant or food hall ownership or operations management experience for eligibility.
5. The applicant must meet a minimum number of operating hours that will be specified in the Funding Agreement.

6. Applicants must agree to work with the CRA to open its restaurant during hours in which it would ordinarily be closed in the case of large-scale special events within the Area (e.g. NFL Pro Bowl, Bowl Games).
7. All proposed exterior improvements (please see eligible improvements) must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property is located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of any DTO Restaurant Program funding.

C. Eligible Improvements/Items

Tenants applying for funding shall provide written permission from the property owner via a signed Owner's Affidavit. Additionally, funding cannot be used for non-fixed equipment or inventory. Generally acceptable improvements are those that can be used by a future tenant in the same leased premises and which will remain in the space when the Applicant vacates the space.

Applicants are eligible for the following permanent improvements and are encouraged to make energy-efficient and sustainability-focused improvements or upgrades, such as energy-efficient upgrades, waste reduction, renewable energy, and water conservation improvements.

1. Tenant Improvement:
 - a. Interior electrical or upgrades
 - b. Interior plumbing or upgrades
 - c. Interior HVAC equipment or upgrades
 - d. Interior or exterior lighting
 - e. Interior improvements for ADA compliance
 - f. Exterior signage and awnings
 - g. Fixtures for prep spaces or bars
 - h. Kitchen equipment
 - i. Grease-traps
 - j. Kitchen hoods
 - k. Walk-in cooler or walk-in freezer
 - l. Interior flooring (carpets are ineligible)
 - m. Improvements to outdoor seating areas including permanent outside seating, permanent railings/fencing surrounding outside seating areas, and permanent outside seating fixtures
 - n. Interior drywall
 - o. Windows
 - p. Doors
 - q. Masonry
 - r. Ceiling
 - s. Carpentry
 - t. Interior life safety improvements (firewalls, sprinklers, egress, fire alarm, exit signs, and automatic lights)
 - u. Bathrooms
 - v. Other improvements as approved by the CRA
2. Rent Abatement:
 - a. Rent cost
 - b. Common Area Maintenance (CAM) cost

D. Ineligible Businesses

Properties used for the following purposes: not-for-profit organizations, non-brick and mortar restaurants, nightclubs, bars, and walk up eating and drinking establishments with no onsite seating, government-owned or occupied buildings, church/religious institutions, health and medical industries, tattoo parlors, body piercing and body art shops, adult entertainment facilities, adult-oriented or adult-themed retail businesses, liquor stores, gun shops, or businesses that sell drug paraphernalia are ineligible.

E. Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting

The applicant is required to meet with the DTO Restaurant Program Manager (Manager) who will review the applicant's plans to determine eligibility based on the Program requirements. The Manager will provide the applicant with general guidance as to whether the proposed project is likely to qualify for Program funding and whether the applicant is sufficiently prepared to move forward to apply.

2. Grant Application Submission

Following the pre-application meeting, the Grant application and all attachments must be submitted to the Manager for formal consideration for funding. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the Tenant Improvements, and a business. Furthermore, the Applicant and property owner must contribute an amount greater than the financial contribution of the CRA as further specified herein.

3. Review Grant Application

Once an eligible application and the supporting documents are received, the Manager shall then conduct the mandatory criminal background check and review the application to ensure that it meets all program eligibility requirements. In making a recommendation to the CRA, the Manager shall ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The CRA will approve grants at its discretion based on the applicant's lease term, capital investment amount, experience, business plan, store design, and financial capacity.

4. Final Agreement and Construction

If approved for funding, the applicant shall sign the required Funding Agreement with the CRA. Substantial modifications to final plans or change orders to construction documents that produce material changes in the previously approved items will require review and approval of the CRA Executive Director.

The CRA reserves the right to deny a request for reimbursement if the completed improvements substantially deviate from the improvements originally contemplated in the Funding Agreement or if the applicant failed to obtain approval of such deviations from the CRA Executive Director.

5. Construction Approval

Upon completion of construction, grantees shall submit proof of completion and arrange for an on-site inspection by the Manager to ensure that the terms of the Funding Agreement have been met. Discrepancies will be noted and a time frame for their correction will be established as necessary. Upon final approval by the Manager, the grantee will submit a request for reimbursement to the CRA. Payments will be made to Grantee on a reimbursement basis and in accordance with the City's accounting procedures.

6. Disbursements

Funds will be disbursed by a check payable to the grantee (1) upon the issuance of a Certificate of Completion or Occupancy (if required), and (2) upon verification by the Manager that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are completed in a manner not in accordance with the approved plans. Before funds will be disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien release and evidence of payment of all expenses, including property owner and tenant matching funds. All Grant funds shall be issued to the grantee on a reimbursement basis only.

Funds will only be dispersed after the following actions occur:

- The Manager verifies that a final lease with an initial lease term of at least three years has been executed
- Applicant has obtained a City of Orlando Business Tax Receipt and Certificate of Use
- Applicant has secured a valid City of Orlando Certificate of Occupancy or Certificate of Completion and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements
- Applicant presents paid invoices and companion bank statements or canceled checks/evidence of payment from a financial institution for eligible work and/or rent and is then reimbursed up to the approved amount as described in the Funding Agreement
- Applicant is in compliance with other terms of the Funding Agreement

E. Program Terms

Funding is based on budget availability and will be considered on a “first come, first served” basis. Applying **does not** guarantee funding. Applications must be submitted with a detailed proposal of the improvement work, the cost of which is sought to be reimbursed by this Program. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the Program criteria and conditions will not be eligible for funding. An authorized corporate officer or partners of the applicant’s business must sign the application, in addition to the property owner(s), if the applicant is the tenant. Tenants who are applying for a Grant must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term.

Before consideration for Program funding, the subject property must be free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance with all City Code requirements. On a case-by-case basis, the CRA may waive the requirement to be in compliance with City Codes if the proposed improvements are related to achieving code compliance. The CRA reserves the right to contract for a title search and/or ownership and encumbrance report at the CRA’s discretion, the cost for which will be deducted from the Grant funds at the time of disbursement, if Program funding is approved.

All applicants for program funding must submit to a criminal background check, the cost for which will be deducted from the Grant funds at the time of disbursement, if Grant funding is approved. If the applicant is a corporate entity, then the president, director, or manager applying shall submit to a criminal background check. If the entity is a partnership, then all partners must submit to a criminal background check. To be eligible for funding, the applicant must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years, a felony conviction or nolo contendere for financial/economic crimes within the past ten years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for funding.

Any Grant funding awarded will be based on the lowest of at least three (3) qualified bids obtained and submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and securing proof of their licensing and insurance coverage. If the tenant is unable to receive three (3) qualified bids, the Manager reserves the right to allow for two (2) qualified bids at the tenant’s request.

Program funds will be disbursed in the form of a grant with a limited repayment requirement if the Grantee vacates the property or changes use. To ensure that funds are available, improvements to be made under a Grant must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the effective date of the Funding Agreement. Extensions may be granted by the Executive Director of the CRA given just cause by the applicant (Example: contractor delays, acts of God, etc.). All Grant funds shall be issued to the

Grantee on a reimbursement basis only.

G. Available Funds

The CRA may from time to time in its sole discretion establish annual funding for the program.

H. Previous Participation in the Retail Stimulus Program

If relocating within the CRA or expanding, the grantee who received funding under the previous Retail Stimulus Program may submit an application three years after the executed Funding Agreement date for funding under the revised DTO Restaurant Program.

I. Disclosures

The CRA expressly reserves the right to reject applications or request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

Applicants which applied for funding after June 19, 2023 but prior to adoption of this Program on October 23, 2023, may elect whether to seek funding under the former Retail Stimulus Program or this Program. Funding will only be provided under one program.

J. Controls and Oversight

Throughout the Program and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the Program goals. The grant has a 3-year term with the possibility of the full grant amount or partial amount to be repaid if the Grant Recipient vacates the property or changes use. For each year of occupancy by the Grant Recipient, the amount due to be repaid to the CRA by Grant Recipient's vacation of the premises or change in use will be pro-rated. Repayment of grant funds is triggered by the Grant Recipient's vacation of the premises and newly created vacant space with no plan to re-lease the property within a six (6) month timeframe to another restaurant that would otherwise have qualified under the DTO Restaurant Program. Additionally, if the Applicant vacates the property or changes use, the Manager must be notified.

K. Default

If a default or breach occurs as defined in the Funding Agreement, the Manager will contact the Grant Recipient in an effort to determine the reason for the default. If the Manager is not successful, he/she will inform the City Attorney's Office of the default. Once the City Attorney's Office confirms the default, the CRA Executive Director shall direct CRA staff to cease further payments to the business owner and instruct the City Attorney's Office to send a letter, notifying the restaurant owner of the default and demanding reimbursement of funds paid to the restaurant as of the date of the default within thirty (30) days. The letter will also instruct the restaurant owner to contact the Manager to further discuss the matter. If the restaurant owner either fails to respond to the demand letter within the requisite time period or does respond and proposes a payment schedule, the Program Manager will coordinate a meeting of the Default Committee. The Program Manager will send a letter to the restaurant owner notifying him/her of the date and time of the meeting.

L. Default Committee

The Default Committee will meet on an as-needed basis and will make recommendations to the CRA regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the restaurant owner. The Default Committee is comprised of the following officials or their designees:

- Executive Director of the CRA or his/her designee
- City of Orlando Business Development Division Manager or his/her designee
- City of Orlando Chief Financial Officer or his/her designee

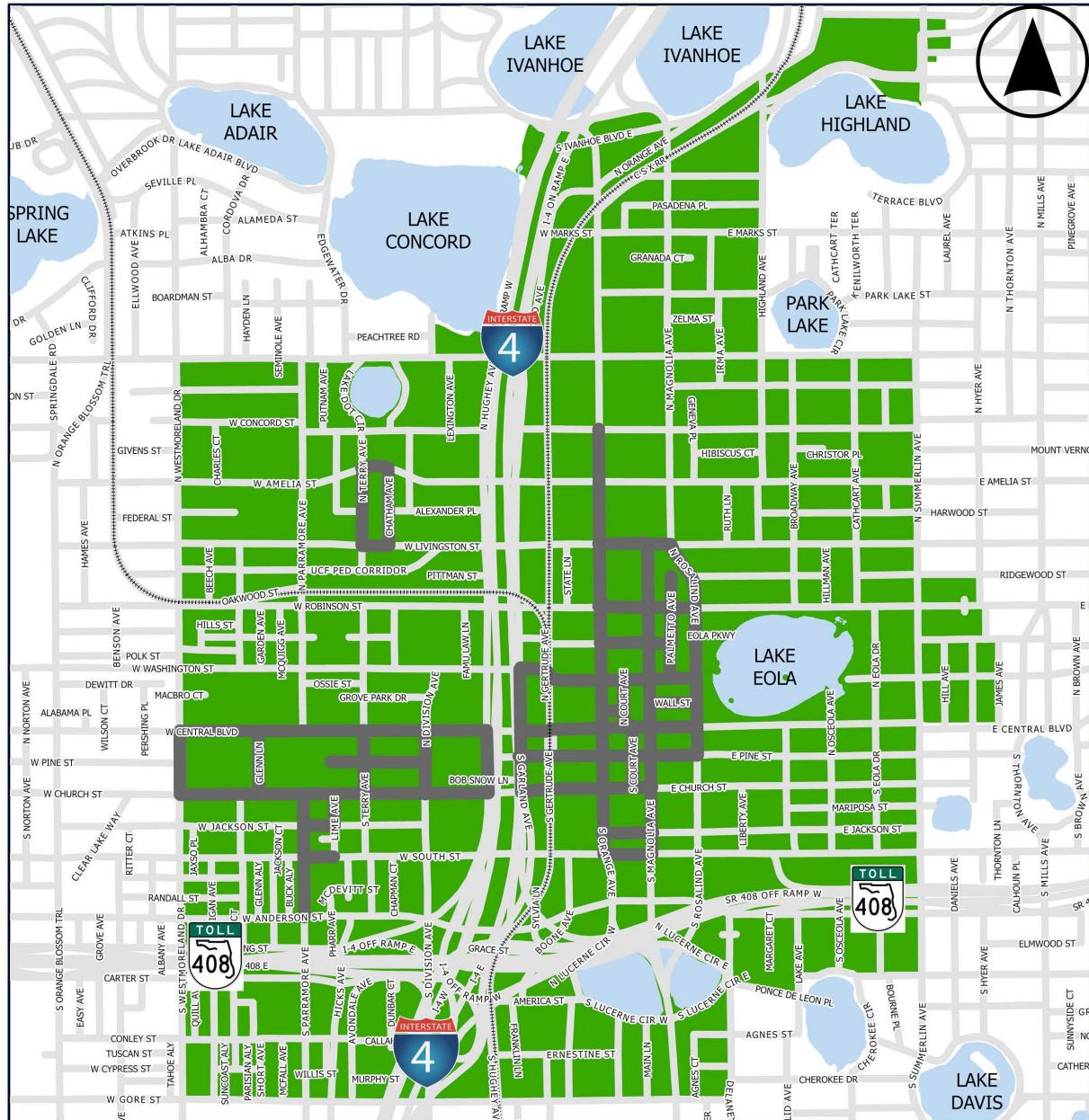
The CRA Executive Director or his/her designee shall chair the Committee. The Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

The Committee shall have the authority to do the following: (1) recommend that the City Attorney's Office initiate litigation in the event the restaurant owner fails to respond to the demand letter or refuses to reimburse the CRA; (2) discuss and vote on the terms of a settlement agreement in the event the restaurant owner proposes a payment schedule; or (3) decide to write-off the debt entirely. The Committee's decision shall be reported by the CRA Executive Director to the CRA for approval.

If a settlement agreement is recommended, the City Attorney's Office will draft such an agreement for signature by the restaurant owner and the CRA. The Executive Director shall present the settlement agreement to the CRA for approval. If the restaurant owner defaults on the terms of the settlement agreement, the Manager will coordinate a meeting of the Default Committee to determine further action.

If the restaurant owner proposes settlement after a claim has been filed in the courts and the proposal is accepted by the Committee before a judgment is entered by the court, the case shall be dismissed once the settlement agreement is approved by the CRA. However, litigation may be reinstated if the restaurant owner defaults on the terms of the settlement agreement.

If the Grant Recipient proposes settlement after a final judgment has been entered and the proposal is accepted by the Committee, the judgment and any corresponding lien will remain in force until the terms of the settlement agreement have been completely met. Once the terms of the settlement agreement are met, the City Attorney's Office will file a Notice of Satisfaction of Judgment with the court and any lien will be released.



DTO Restaurant & Retail Programs

Focus Area Right-of-ways*

DTO Restaurant
DTO Retail

*Note: Properties fronting or abutting either side of the right-of-way used as identification are potentially eligible for the Focus Areas funding amount.



EXHIBIT “B”

The parcel address is
201 S. Orange Avenue Suite 105, Orlando, Florida 32801
Parcel ID: 29-22-26-7352-22-009

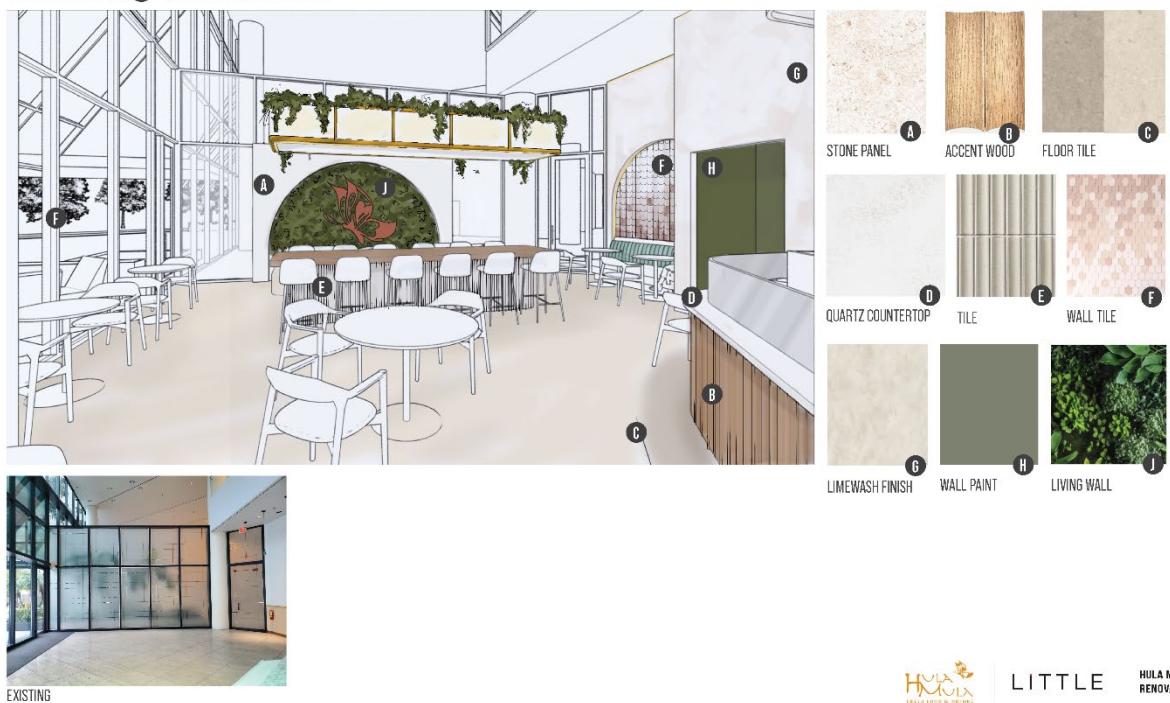
Improvement Description	Estimated Cost
Interior electrical or upgrades	\$182,839.00
Interior plumbing or upgrades	\$83,850.00
Interior HVAC equipment or upgrades	\$13,552.00
Interior or exterior lighting	\$0
Interior improvements for ADA compliance	\$5,895.00
Exterior signage and awnings	\$0
Fixtures for prep spaces or bars	\$0
Kitchen equipment (Permanent)	\$0
Grease-traps	\$0
Kitchen hoods	\$0
Walk-in cooler or walk-in freezer	\$0
Flooring (carpets are ineligible)	\$72,251.00
Improvements to outdoor seating areas	\$0
Interior drywall	\$26,815.00
Windows	\$9,850.00
Doors	\$5,500.00
Masonry	\$0
Ceiling	\$4,700.00
Carpentry	\$239,099.00
Interior life safety improvements	\$12,947.00
Bathrooms	\$0
Total	\$657,298.00

Floor Plan



HULA MULA | LITTLE | HULA MULA RENOVATION

The Instagram Moment



HULA MULA | LITTLE | HULA MULA RENOVATION

View Towards Counter

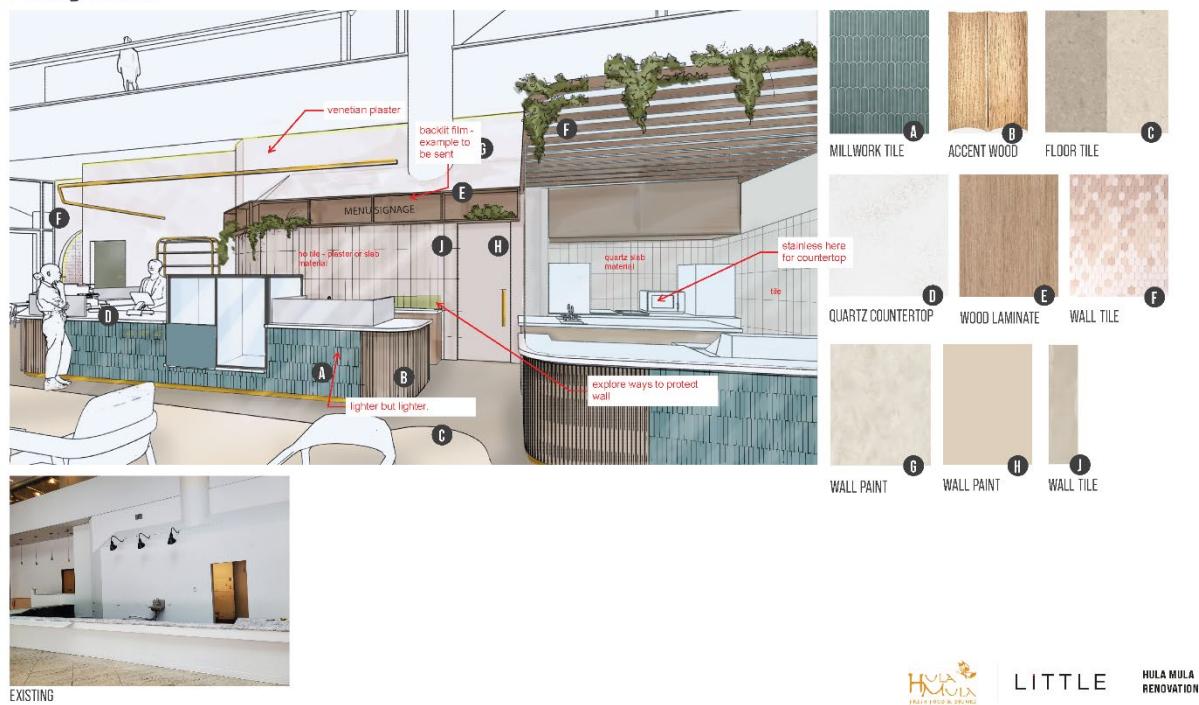


Hula Mula

LITTLE

Hula Mula
Renovation

Entry View



Hula Mula

LITTLE

Hula Mula
Renovation

Exhibit “C”

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- “**Coercion**” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- “**Labor**” means work of economic or financial value.
- “**Services**” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

Signature on following page

I, the undersigned, am an officer or representative of the nongovernmental entity named below and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

**CONTRACT WITH FIRST CAPITAL PROPERTY GROUP, INC.
FOR PROPERTY MARKETING SERVICES
FOR THE 1 NORTH ORANGE BUILDING**

THIS CONTRACT ("Contract"), effective as of the _____ day of February, 2026 ("Effective Date"), is made by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** ("CRA"), an entity created pursuant to Part III of Chapter 163, Florida Statutes and **FIRST CAPITAL PROPERTY GROUP, INC.**, a Florida for-profit corporation, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando ("City") for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, the City Council initially adopted a community redevelopment plan ("Plan") on July 12, 1982, which has most recently been amended on July 17, 2023, by resolution of City Council; and

WHEREAS, the Plan provides for the CRA to provide programming and comprehensive maintenance of the Downtown Orlando Community Redevelopment Area ("Area"); and

WHEREAS, the City of Orlando ("City") and the Contractor previously entered into that certain contract for Real Estate Appraisal and Consulting Services (RFP20-0079) effective February 9, 2021 ("City Contract"), the terms of which the CRA and Contractor desire to use as a basis for the performance of work under this Contract; and

WHEREAS, the CRA and Contractor desire to enter into this Contract for the Contractor to provide real estate property marketing services; and

WHEREAS, the CRA and Contractor desire to enter into this Contract to provide for the work to be performed by Contractor for the CRA upon substantially the same contractual terms and conditions as the City Contract as more fully set forth below;

WHEREAS, under the CRA's policy and procedure, codified as section 1240.1 of the City's policies and procedures manual, the Chief Procurement Officer has been authorized by the CRA to serve as the CRA's principal procurement agent; and

WHEREAS, the services to be provided under this Contract have been procured by the City's Chief Procurement Officer on the CRA's behalf;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE

As requested by the CRA during the Term of the Contract, the Contractor is to perform the work ("Work") as defined in the Contractor's quote and proposal to the CRA (collectively the "Proposal"), which Proposal is attached hereto as Exhibit "A" and incorporated by reference herein and made a part hereof as fully as if herein set forth. Except as expressly set forth herein, all work performed by the Contractor in relation to this Contract shall be performed in compliance with and subject to the terms and conditions of the City Contract, which is incorporated herein by this reference, with the CRA substituting for the City for all purposes thereunder with respect to this Contract. The Contractor and the CRA shall have the same rights and obligations with respect to work performed under this Contract as the Contractor and City have respectively for work performed under the City Contract. Any actions which may be taken by the City (or a designated employee or representative on behalf of the City) under the terms of the City Contract, including but not limited to any reviews, approvals, instructions, extensions, and notices, may be taken under this Contract on behalf of the CRA by the CRA's Executive Director, or his designee ("CRA Representative").

II. TERM OF CONTRACT

The period of this Contract shall commence as of the Effective Date and extend through _____, 2026. This Contract may, by mutual written assent of the parties, be extended for subsequent periods.

III. COMPENSATION

The Contractor agrees to perform the Work and provide the services and materials as specified in its Proposal to the CRA at the cost specified in said Proposal in the not to exceed amount of Two Hundred Thousand Dollars (\$200,000.00.)

IV. PAYMENT

The Contractor shall invoice the CRA for all services as set forth in the Proposal. All invoices received by the CRA are payable within thirty (30) days from receipt, and

acceptance of the Work by the CRA's Executive Director or designee. The CRA reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Community Redevelopment Agency of the City of Orlando, C/O Accounts Payable Section, 400 South Orange Avenue, Orlando, Florida, 32801-3302, with a copy to the CRA Division Fiscal Manager, 400 South Orange Avenue, 6th Floor, Orlando, Florida, 32801.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CONTRACT NUMBER AS STATED HEREIN.

V. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the CRA. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by CRA of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the Contract or otherwise recoverable.

VI. GENERAL CONDITIONS

A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the CRA and/or the City against any claim, suit or proceeding brought against the CRA and/or the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the CRA and/or the City.

B. Termination for Default

1. In the event the Contractor fails to cure within ten (10) business days of

receipt of City's written Notice to Cure, the performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.

2. In the event the Contractor fails to cure within ten (10) business days of receipt of City's written Notice to Cure, the Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience upon written notice to the Contractor. In the event of such a termination by the CRA, the CRA shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contractor warrants that the Work including all services provided shall conform to professional standards of care and practice in effect at the time the Work is performed.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or CRA, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or CRA's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or CRA's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or CRA's performance respectively, by the length of the delays

occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at his discretion, cancel this Contract for the convenience of the CRA.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the CRA and City, their officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including reasonable attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' negligence, or omissions associated with this Contract.

2. Insurance.

Prior to commencing and at all times during the performance of any work under this Contract, Contractor shall maintain the following insurance policies to cover claims, liability and damages arising from Contractor's and any of its agents' activities on City property: (i) Worker's Compensation and Employer's Liability Insurance at the statutory amount; and (ii) Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence. The CRA and City shall be added as additional insureds to the CGL and such policy shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the City or CRA. The Contractor shall provide to the City a copy of the applicable CGL insurance certificate(s) prior to any person entering upon the City property related hereto. The Contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA, and their officers, elected officials, agents and employees and against other contractors and subcontractors.

H. Acceptance

The CRA will be deemed to have accepted the Work after the City's Chief

Procurement Officer is notified by the CRA's Executive Director or his designee of his satisfaction that the Work is completed.

I. Correction of Work

The Contractor shall promptly correct all Work rejected by the CRA as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

J. Right to Audit Records

The City and CRA shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the CRA. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

K. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

L. Information

All information and data furnished to or developed for the CRA by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the CRA and all rights therein are reserved by the CRA, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

M. Extra Work

1. Requested by CRA

The CRA, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work ordered by the CRA shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Contract price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the CRA written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the CRA unless first submitted in writing and approved in writing by the City's Chief Procurement Officer.

N. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The CRA will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

O. Title and Risk of Loss

Risk of loss to the Work shall pass from the Contractor to the CRA upon the CRA's final acceptance of the Work.

P. Notices.

All notices required or permitted to be given under this Contract must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

CRA:

David Barilla

Executive Director
Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, Florida 32801
Fax: (407) 246-3359
Phone: (407) 246-3361

With a Copy to:

David Billingsley,
Chief Procurement Officer, CPSM, C.P.M.
City of Orlando
400 South Orange Avenue, 4th floor
Orlando, Florida 32891
Fax: (407) 246-2869
Phone: (407) 246-2291

Contractor:

Trent A. Scott
President
First Capital Property Group, Inc.
615 E. Colonial Drive
Orlando, FL 32803
Phone: 407-872-0209

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City

of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission.

VII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the City's Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the City's Chief Procurement Officer.
- C. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- E. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- F. This Contract is a non-exclusive Contract between the parties.
- G. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- H. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- I. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **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 THE PUBLIC RECORDS AT C/O CITY CLERK OR THE RECORDS AND ARCHIVES DIVISION**

**MANAGER, RECORDS@ORLANDO.GOV, PHONE NUMBER
(407) 246-2148, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the CRA in all matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder. The authority granted to the City's Chief Procurement Officer is independent of, and in addition to, any other specific authority granted to another person to act on behalf of the CRA pursuant to this Contract.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statues and that Contractor has provided the Human Trafficking Affidavit attached hereto as **Attachment 1**.
- O. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third

parties.

P. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

Q. Contractor shall, in the form attached hereto as **Attachment 2**, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c) of the Florida Statutes), that the government of a foreign country of concern does not have a controlling interest in Contractor, and that Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

R. Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CITY OF ORLANDO, FLORIDA**

By: _____
Chief Procurement Officer, City of Orlando

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2026

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Community
Redevelopment Agency of the City of Orlando, only.

Date: _____, 2026

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR: FIRST CAPITAL PROPERTY GROUP, INC.

By: _____
Signature

Name & Title, Typed or Printed

CORPORATE SEAL

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

STATE OF }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for _____ (name of entity/party on behalf of whom instrument was executed).

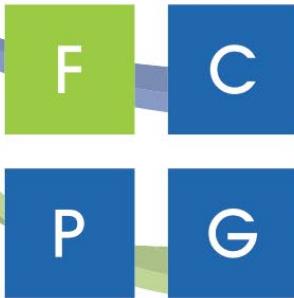
Signature of Notary Public – State of
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

____ Personally Known or ____ Produced Identification
Type of Identification Produced _____

EXHIBIT “A”

CONTRACTOR’S PROPOSAL



PROPERTY MARKETING PROPOSAL

1 NORTH ORANGE



Prepared For:

City of Orlando
400 S Orange Ave
Orlando, FL

Presented By:



Contractor Team:

Trent Scott, CCIM

President, Principal

First Capital Property Group, Inc.

TScott@FCPG.com

Jere' Matheny

Vice President

First Capital Property Group, Inc.

JMatheny@FCPG.com

Sub-Contractor Team:

Jill Roberts

Principal

Atrium Commercial Real Estate

Jill@AtriumCommercial.com

JP Beaulieu, CCIM, CLS

Principal

Atrium Commercial Real Estate

JP@AtriumCommercial.com

TABLE OF CONTENTS

Cover Letter	3
Section 1	Scope of Services	4
Section 2	Marketing Process & Resources	7
Section 3	Fee Structure	9
Section 4	Project Term	9

October 17, 2025

City of Orlando & CRA

Attn: Laura Carroll & David Barilla

RE: 1 North Orange Avenue – Property Marketing Services

City of Orlando Project Team:

We are pleased to provide the enclosed proposal for property marketing services for the 1 North Orange Building, located within the Community Redevelopment Area (CRA) and Downtown Orlando Historic District. Based on our discussions, we understand the City's intent is to advance a plan that reactivates this historic property for the benefit of all stakeholders, including local businesses, residents, and the community at large.

We also recognize that this project requires compliance with a statutory disposition process that differs from traditional brokerage practices. Our team is fully aware of these unique requirements and is both prepared and enthusiastic to support the City and CRA in executing this important initiative.

First Capital Property Group and our sub-contractor Atrium Commercial Real Estate will work collaboratively to market the property, promote the solicitation, and ensure that potential partners are informed and inspired to propose concepts that activate the ground floor with vibrant retail uses and redevelop the upper floors into attainable residential units or a boutique hotel. The goal is to secure a development partner whose project delivers long-term value to the community, enhances the vitality of downtown, and stands as a source of civic pride for Orlando's stakeholders.

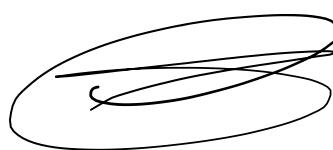
First Capital Property Group (FCPG) has served Central Florida's commercial real estate market for more than 30 years, managing over 4.5 million square feet of assets valued at \$2.79 billion and completing nearly \$750 million in sale and lease transactions. Recognizing the importance of this project, FCPG has partnered with a subcontractor, Atrium Commercial Real Estate principals Jill Roberts and Jean-Paul (JP) Beaulieu, CCIM, who bring 45 years of combined experience and \$1.5 billion in closed transactions. Their expertise in urban mixed-use development, municipal projects, and placemaking will be invaluable to this effort.

As a team, we are deeply invested in the future of Downtown Orlando. Like many city centers, downtown has faced challenges in recent years — yet we believe those challenges create opportunities for renewal. We are committed to working tirelessly alongside the City and CRA to help reinvigorate downtown, attract quality investment, and bring new life to one of Orlando's most iconic historic buildings. We look forward to the opportunity to partner with you on this transformative project.

Thank you for your time and consideration.



Trent A. Scott, CCIM
President
First Capital Property Group, Inc.



Jill Roberts
Principal
Atrium Commercial Real Estate

SECTION 1 – SCOPE OF SERVICES

Overall Service Objective

The overall objective of this Project is to attract and engage a broad pool of qualified development partners and identify the right partner to execute a transformative adaptive reuse of 1 North Orange Avenue. The selected development team will demonstrate the expertise, vision, and financial capacity to deliver a project that honors the building's historic character, aligns with Downtown Orlando Historic District guidelines, and achieves the long-term goals of the City of Orlando and its Community Redevelopment Agency (CRA).

Project Notes

The following are important notes and considerations we currently understand and have factored into this scope proposal:

1. **Primary Objective:** The City's priority is not maximizing sale price but achieving a timely, successful activation that delivers meaningful benefit to Downtown Orlando.
2. **Historic Constraints:** The property lies within a protected historic district and is recognized as a contributing structure. These designations will influence allowable uses, design flexibility, and project costs.
3. **Building Condition:** Years of limited maintenance have left the property in need of substantial improvements, which will likely trigger code and systems upgrades.
4. **Street-Level Activation:** Ground-floor uses must complement and strengthen the existing downtown mix, contributing to an active, pedestrian-friendly environment.
5. **Scope Duration:** Our engagement will continue through the marketing and solicitation process up to the selection of a finalist for contract negotiation. Once under contract, we will remain available to provide ongoing support as needed to help guide the transaction to a successful close.
6. **Potential Disposition Structure:** The transaction may not involve an upfront purchase price. The City may consider fee simple or leased fee conveyance structures guided by a developer's agreement or ground lease to ensure compliance with use, timing, and activation requirements.

Scope Phase 1 – Market Preparation and Due Diligence

Before marketing and project positioning can begin, our collective teams will have a “Project Kickoff” to strategically develop the vision and subsequent action plan. The next step is data collection, and due diligence to establish a solid foundation. Below is a list of tasks and information we will compile to prepare the property for market. Any anticipated fees for third-party service providers are noted accordingly.

1. Building Plans and Measurements (Budget: ~\$10k)
 - Historical Records Request
 - Past DD
 - Third party LIDAR scans & measurement
 - Utility Data
2. Historic Review and Guidelines
 - Research History of Site, Building and Design
 - Meet with Historic Preservation Staff and Board
 - Meet with Austin Historical
3. Contractor and Structural Review
 - Tour Building with multiple Contractors for overview and opinion
 - Meet with trades as needed
 - Assess Potential Environmental Concerns
 - Remediation Review
4. Architectural Review (Budget: ~\$10k)
 - Solicit Architect Feedback and Concept Plans (local and national)
 - Local and National Input
5. Large Capital Expenditure Estimates (Roof, Elevator, Windows/Doors, etc)
 - Solicit Preliminary Bids for major Updates/Repairs

Scope Phase 2 – Marketing & Outreach

Once Phase 1 is complete, our team will develop comprehensive marketing materials and coordinate outreach efforts aligned with a broad-reaching yet targeted campaign designed to attract qualified developer interest. We will also assist the City in creating clear RFP guidelines to share with prospective buyers in advance, ensuring they understand requirements, expectations, and evaluation criteria before submitting proposals. This will represent the most time-intensive phase of the project.

Marketing Focus:

1. Center the marketing plan on delivering clear, data-driven information to as many qualified development partners as possible.
2. Utilize high-quality video and photography to highlight location, downtown context, and current building condition.
3. Leverage third-party listing platforms to ensure maximum visibility and seamless access to project data.
4. Create customized marketing collateral and a dedicated project website to showcase the opportunity.
5. Proactively engage capable developers nationwide through targeted outreach and proprietary databases.
6. Provide regular reporting and measurable analytics on marketing activity throughout the campaign.

Scope Phase 3 – Tours, Commitments & FAQ

The final phase of the project, which will overlap with the marketing phase, will focus on hosting coordinated property tours for qualified interested parties. Our team will organize focused tour events to generate excitement and competition among prospective developers, while also accommodating individual tours as needed for out-of-state participants. These events will provide a comprehensive experience, offering opportunities for prospective buyers and their consultants or contractors to walk the property and assess its condition firsthand. When beneficial, we may include third-party building experts or City staff to provide additional insight and context.

The goal of this phase is to ensure that, by the formal solicitation deadline, as many qualified development partners as possible have completed their preliminary due diligence and are prepared to submit well-informed proposals. Proposals grounded in real data and cost analysis will significantly increase the likelihood of a successful transaction that benefits all stakeholders.

Data Room

Technology plays a key role in making transactions faster, smoother, and more accurate. To streamline communication and access to information, our team will establish a secure, customized data room to house and share all pertinent due diligence materials. This platform will serve both the City and interested development partners, ensuring transparency and ease of access throughout the process.

The data room will be structured for efficient navigation and document management, allowing participants to quickly locate critical information. We will collect and maintain contact information from all users requesting access, enabling organized follow-up, consistent communication, and complete record keeping.

SECTION 2 – MARKETING PROCESS & RESOURCES

Marketing Platform

Our marketing team will execute a dynamic, full-service campaign tailored to the project's unique opportunities. Through professional photography, custom signage, coordinated events, and targeted outreach, we will deliver a compelling marketing package that highlights the property's potential and drives engagement. Leveraging our extensive network of developers and brokers—locally, nationally, and internationally—we will ensure strong visibility and sustained interest from qualified partners.

Media Capture

Our team will handle all photography and videography in-house using Nikon and DJI drone equipment to capture high-quality imagery for use across all deliverables. Managing this process internally allows full creative control—from raw capture through editing—to ensure consistency and presentation quality across all materials.

We also utilize Matterport technology to produce immersive virtual tours, giving prospective buyers the ability to explore the property remotely. All video content is produced in-house, combining professional footage with tailored messaging to showcase the property effectively across digital platforms.

Offering Memorandum

Our marketing team will create a custom Offering Memorandum (OM) in collaboration with the brokerage team, crafting a cohesive narrative that captures the property's story. The OM will seamlessly integrate photos, videos, and virtual tours, linking to all supporting materials to provide a comprehensive and engaging overview.

Deliverables

Flyers: Tailored flyers and print mailers will highlight key details and invite further engagement—prompting prospective buyers to contact our team, access the OM, or visit the project webpage.

Webpage: A dedicated property webpage will serve as an interactive hub for media, videos, and downloadable materials, offering easy access and real-time updates.

Email Campaigns: Regular email blasts will reach an expanding network of local, national, and international developers and brokers through our databases and third-party platforms.

Social Media: Strategic use of LinkedIn and Facebook—via company and individual channels, supported by paid promotions—will maximize visibility, drive traffic to digital assets, and encourage organic engagement.

Signage: Local visibility will be supported by eye-catching signage designed to capture attention, aid navigation for tours, and promote public awareness of the project as it progresses.

Listing Platforms – Maximum Exposure

In addition to our custom webpage and social media campaigns, the project will be listed across more than ten leading commercial platforms, including CoStar, LoopNet, Crexi, RealNex, and CORFAC.com, to ensure maximum reach among active investors, developers, and brokers.

Internal Network of Buyers

With FCPG's 30 years in commercial real estate and Atrium Commercial's extensive client network, our firms bring deep, long-standing relationships with developers, investors, and family offices nationwide. As a CORFAC member, FCPG can leverage a global network of professionals in every major metropolitan market. We will also use proprietary databases and paid data sources such as ZoomInfo to identify and contact qualified targets whose expertise aligns with the project vision.

Marketing Campaign

Once materials are complete, we will launch a comprehensive outreach campaign across multiple channels to attract qualified prospects and generate media attention. Key efforts will include:

- **Mass Media:** Press releases, interviews, and feature stories through established relationships with the *Orlando Sentinel*, *GrowthSpotter*, and *Orlando Business Journal*.
- **Listing Blasts:** Targeted email and platform-driven campaigns distributed to national developer and broker databases.
- **Targeted Developer Outreach:** Personalized outreach using proprietary research, AI tools, and third-party data to connect directly with qualified developers.
- **Social Media:** Ongoing promotion of project milestones, articles, and events to maintain consistent visibility across relevant channels.

SECTION 3 – FEE STRUCTURE

Based on the preceding scope of services and level of effort required, our proposed fee structure reflects the focus, preparation, and sustained engagement necessary to deliver a successful outcome for this project.

\$50,000 – At Project Start

\$150,000 – At Closing or Lease Execution (Contingent)

\$200,000 – Total Fee for Services Rendered

Fees will be shared equally between First Capital Property Group and its subcontractor Atrium Commercial Real Estate. This structure recognizes the intensive upfront work needed to prepare and market the property while tying the majority of compensation to successful project completion.

If specialized third-party services are required—such as LIDAR structural mapping, floor planning, or conceptual architectural studies—we will obtain and present proposals to the City for review prior to initiation.

SECTION 4 – PROJECT TERM

Our team anticipates approximately two months to complete Phase 1, followed by up to six months for Phases 2 and 3 leading up to the solicitation deadline.

Attachment 1
Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando (“City”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A.** Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
- B.** Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

Attachment 2

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#).

NAME OF SUPPLIER is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name:

Title:

Signature:

Date:

**DESIGN-BUILD PRE-CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF ORLANDO AND THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO AND
TURNER CONSTRUCTION COMPANY FOR THE LAKE EOLA
GATEWAY ENTRANCE AND 30 S. ORANGE POCKET PARK PROJECT**

THIS DESIGN-BUILD PRE-CONSTRUCTION AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 2026, by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation (“**CITY**”), the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (“CRA”)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes and **TURNER CONSTRUCTION COMPANY** a Florida for-profit corporation (“**DESIGN-BUILDER**”).

WHEREAS, CITY and CRA desires to obtain DESIGN-BUILDER’s professional design-build services (“Services”) for the project to be known as the Lake Eola Gateway Entrance and 30 S. Orange Pocket Park Project (“Project”), according to the requirements in the CITY Request for Proposal RFP25-0383, dated as of April 28, 2025 (the “Solicitation”), and as further described herein; and

WHEREAS, upon completion of the Services, it is contemplated that CITY, CRA, and the DESIGN-BUILDER will enter into an additional contract pursuant to which the DESIGN-BUILDER will agree to perform the services of a prime contractor in connection with the construction of the Project (such contract, the “Design-Build Contract”);

WHEREAS, the DESIGN-BUILDER has submitted a proposal or response in connection with the Solicitation, which has been selected by the CRA and CITY (hereinafter referred to as the “Proposal”); and

WHEREAS, the DESIGN-BUILDER warrants to CITY and CRA that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Solicitation, the Proposal, and the documents detailing the scope of services attached hereto as Exhibit A and incorporated herein by this reference (the “Scope of Services”), and as hereinafter stated; and

WHEREAS, the DESIGN-BUILDER warrants that the representations made by it in its Proposal remain valid, accurate and binding upon it; and

WHEREAS, the DESIGN-BUILDER desires to render the Services and meet the obligations set forth in the Solicitation, the Proposal, and the Scope of Services and upon the terms and conditions set forth in the Contract Documents (as defined herein).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1

RECITALS; CONTRACT DOCUMENTS AND SCOPE OF SERVICES

1.1 **RECITALS.** The Recitals set forth above are incorporated herein by this reference.

1.2 **CONTRACT DOCUMENTS.** For the purposes of this AGREEMENT, the following documents are collectively referred to herein as the "**Contract Documents**":

- (a) This AGREEMENT together with all Exhibits hereto;
- (b) The Solicitation; and
- (c) The Proposal.

The terms of the Contract Documents are incorporated herein by this reference. In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above (thus, if there is a conflict between the terms of the Solicitation and the terms of the Proposal, the terms of the Solicitation shall govern). In addition, to the extent any of the terms of the Proposal conflict or in the reasonable opinion of CITY or CRA are not relevant to the remaining Contract Documents, then, in that event, the provisions contained in the Proposal will not be applicable nor a part of the Contract Documents. Contract Documents shall further include any later amendments.

1.3 **FURNISHING OF SERVICES.**

(a) The DESIGN-BUILDER shall furnish to the CRA and CITY the Services in compliance with the Contract Documents.

(b) The DESIGN-BUILDER will prepare a design report during the pre-construction design phase and thirty percent (30%) construction documents which will outline all of the parameters of the Project and describe in detail the design features. In its final form the design report will contain a preliminary guaranteed maximum price, a narrative of the main design features and the sequence for design and construction phasing. The DESIGN-BUILDER shall submit the thirty percent (30%) construction documents and design report to CRA and CITY for its review. The CRA may, in its sole discretion, elect to approve or reject the design report and/or the thirty percent (30%) construction documents. If CRA or CITY rejects the design report and/or the thirty percent (30%) construction documents, the DESIGN-BUILDER shall rework said documents to CRA's and CITY's satisfaction. Upon receiving CRA's approval of said documents, the DESIGN-BUILDER shall prepare one hundred percent (100%) construction documents. When the plans and specifications are sufficiently complete to establish the Scope of Work for the Project (the services to be performed pursuant to such Scope of Work, the "**Work**") or at such time thereafter designated by CRA or CITY, the DESIGN-BUILDER will establish and submit in writing to CRA and CITY for its approval a final guaranteed maximum price ("**GMP**") for the construction phase of the Project, guaranteeing the maximum price to CRA or CITY for the cost of construction or designated part thereof. The parties understand that there is no guarantee that a Design-Build Contract will

be entered into between DESIGN-BUILDER, CRA, and CITY and that either of the parties may elect not to enter into such an agreement in its sole discretion.

(c) The Services to be performed by the DESIGN-BUILDER shall be performed in accordance with the Project timeline attached hereto as Exhibit B and incorporated herein by this reference, and in no event shall the Phase I one hundred percent (100%) construction documents be completed by the DESIGN-BUILDER no later than December 31, 2027, unless otherwise approved in writing by the CRA or CITY (hereof the “Completion Date”). CRA may, in its sole and absolute discretion, extend the Completion Date to allow the DESIGN-BUILDER additional time to complete the Services or to provide additional services which CRA may request as set forth in the Scope of Services.

1.4 SOLICITATION OF BIDS. If the parties enter into a Design-Build Contract, the DESIGN-BUILDER will, except as otherwise set forth below, prepare and issue solicitations (*i.e.*, invitations for bids, requests for proposals, etc.) for all procurements of (i) long lead items, (ii) materials and services, (iii) subcontractor contracts and (iv) site utilities in connection with the construction phase of the Project. The contracts entered into between the DESIGN-BUILDER and the providers of the items identified in (i) – (iv) of the previous sentence are referred to herein as “Subcontracts.” The procurement process for such Subcontracts shall be conducted by the DESIGN-BUILDER in accordance with the following guidelines.

(a) **Subcontracts that do not exceed \$50,000.** Unless waived by the CRA and CITY, subcontracts not exceeding \$50,000 may be entered into by the DESIGN-BUILDER with any firm that is qualified to provide the work sought and submits the lowest responsive bid. The DESIGN-BUILDER shall request at least three (3) firms to submit sealed written bids based on written drawings and/or specifications. A tabulation of the results shall be furnished to CITY and to each bidding firm. If approved in advance by CRA or CITY, the DESIGN-BUILDER and/or any of the proposed subcontractors included in the DESIGN-BUILDER’s Proposal (“Proposed Subcontractors”) may submit sealed written bids as well; *provided, that* the sealed written bids of the DESIGN-BUILDER and/or its Proposed Subcontractors shall be opened by CITY.

(b) **Subcontracts exceeding \$50,000.** Unless waived by the CRA and CITY, subcontracts exceeding \$50,000 may be entered into by the DESIGN-BUILDER with the firm that is qualified to provide the work sought and submits the lowest bid. The DESIGN-BUILDER shall advertise these Subcontracts at least once in the Orlando Sentinel with the last advertisement appearing at least fourteen (14) calendar days prior to the established bid opening time and date. If approved in advance by CRA or CITY, the DESIGN-BUILDER and/or any of its Proposed Subcontractors may submit sealed written bids as well; *provided, that* the sealed written bids of the DESIGN-BUILDER and/or its Proposed Subcontractors shall be opened by CITY.

(c) **Work performed by DESIGN-BUILDER.** If approved in advance by CRA or CITY, the DESIGN-BUILDER and/or the Proposed Subcontractors may perform a portion of the Work for any item listed on the estimate or GMP breakdown where it is economically advantageous to CRA or advantageous to the Project schedule. CRA may require that the

DESIGN-BUILDER and/or the Proposed Subcontractors submit sealed bids for such Work and that the bids be opened by CITY.

SECTION 2

PRE-CONSTRUCTION DESIGN PHASE FEES AND COSTS AND DESIGN-BUILD CONSTRUCTION FEES AND COSTS

2.1 PAYMENT OF FEES AND COSTS. CRA shall be required to pay the DESIGN-BUILDER the amounts set forth in Section 2.1(a) for Services performed in connection with the pre-construction design phase of the Project. In the event the Project proceeds to the construction phase, the Design-Build Contract shall provide that CRA will be required to pay the DESIGN-BUILDER the amounts set forth in Section 2.1(b) for Services performed in connection with the construction phase of the Project. For the avoidance of doubt, if the Project does not proceed to the construction phase, CRA shall not be obligated to make any payments to the DESIGN-BUILDER pursuant to Section 2.1(b). Any amounts required to be paid pursuant to this Section 2.1(a) shall be paid in accordance with the procedure set forth in Section 5.

(a) **Pre-Construction Design Phase Fee and Costs**. In full consideration of the Services performed by the DESIGN-BUILDER in connection with the pre-construction design phase of the Project, CRA hereby agrees to pay the DESIGN-BUILDER a fee as set forth on Exhibit C hereto (the “Schedule of Fees”) in the total amount set as **\$3,911,494.00**. The DESIGN-BUILDER shall not be entitled to any other payments or reimbursements in connection with the pre-construction design phase of the Project.

(b) **Construction Phase Fee**. If the parties enter into a Design-Build Contract, the Design-Build Contract will provide that in full consideration of the Services performed by the DESIGN-BUILDER in connection with the construction phase of the Project, CRA will (i) pay the DESIGN-BUILDER a fee to be negotiated by the Parties equal to a percent of the Cost of Work (as defined in Section 3.1) (the “Construction Phase Fee”) and (ii) reimburse the DESIGN-BUILDER for the DESIGN-BUILDER’s out of pocket costs which are included within the definition of the Cost of Work. If construction is authorized by CRA for only for a part of the Project, the Design-Build Contract will provide that the Construction Phase Fee paid shall be proportionate to the amount of construction authorized by CRA.

(i) Fee (Overhead and Profit for Construction Phase). For profit, overhead, including, but not limited to, home and branch office expenses, and general expenses of any kind, except as may be expressly included in Section 3.1 below, for services provided during and related to the Construction Phase, the fee shall be 5.5% of the Cost of the Work as defined in Section 3.1 below. The balance of the Fee shall be paid upon Final Completion of the Project. If construction is authorized only for a part of the Project, the Fee paid shall be proportionate to the amount of work authorized by the CRA.

(c) **Unauthorized Services**. The DESIGN-BUILDER acknowledges and agrees that if at any time it performs Services for the Project outside of the Scope of Services and such Services have not been approved in writing in advance by CRA or CITY, then the DESIGN-

BUILDER shall perform such Service without liability to CRA, the CITY, and at the DESIGN-BUILDER's own risk.

SECTION 3 **COST OF THE WORK** **(Construction Phase)**

3.1 **COSTS OF WORK**. The term "**Cost of Work**" shall mean the cost for all building materials plus the necessary labor and equipment to position those materials in their final place within the building. Such costs shall include the items set forth below in this Section 3. The CRA agrees to pay the DESIGN-BUILDER for the Cost of Work plus a construction phase fee as defined in **Section 2.1(b)**. Such payment shall be in addition to the cost of the DESIGN-BUILDER'S General Conditions in connection with the Construction Phase (i.e. Site related expenses).

3.2 **INCLUDED COSTS**. Only the following costs, which are reasonably incurred by DESIGN-BUILDER in the proper performance of the Work, shall be included in the Cost of Work:

- (a) Wages of direct employees of DESIGN-BUILDER performing the Work at the Work site (the "**Site**"), at locations off the Site with CRA's or CITY's prior written consent.
- (b) Payments properly made by DESIGN-BUILDER to its subcontractors, including the architect or engineer of record, for performance of the Work.
- (c) Costs, including transportation, inspection, testing, storage and handling of materials, equipment and supplies incorporated in the Work.

3.3 **EXCLUDED COSTS**. The following costs shall be excluded from the Cost of Work:

- (a) Compensation for DESIGN-BUILDER's personnel stationed at DESIGN-BUILDER's principal or branch offices.
- (b) Overhead and general expenses (i.e., expenses associated with DESIGN-BUILDER's principal office).
- (c) The cost of DESIGN-BUILDER's capital used in the performance of the Work.
- (d) If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.
- (e) The cost of correcting damaged or defective or non-conforming Work (or any resultant schedule delay) made necessary because of defective or non-conforming workmanship or materials, design errors or omissions or other causes attributable to the DESIGN-BUILDER, Designer, subcontractors at all tiers or anyone else for whom they are responsible.

(f) Costs of the DESIGN-BUILDER's General Conditions in connection with the construction phase (*i.e.*, Site-related expenses).

SECTION 4 CRA's and CITY'S RESPONSIBILITIES

4.1 **REQUIREMENTS FOR THE PROJECT.** CRA and CITY agrees that it will provide criteria and information as to the CRA's and CITY's requirements for the pre-construction design phase of the Project in a timely manner, including design objectives and constraints; space; capacity and performance requirements; flexibility and expandability matters; and any budgetary limitations; and copies of all design and construction standards which CITY and CRA will require to be included in the construction documents.

4.2 **INFORMATION PERTINENT TO THE PROJECT.** CRA and CITY shall, upon request, provide the DESIGN-BUILDER will reasonably available information reasonably pertinent to the Project (including previous reports and any other data relative to design or construction of the Project), and CRA or CITY shall advise the DESIGN-BUILDER as to what information, if any, the CRA and CITY believes to be accurate. The DESIGN-BUILDER is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the DESIGN-BUILDER is responsible for bringing to CRA's and the CITY's attention, for CRA's resolution, any material inconsistencies or errors in such data which come to the DESIGN-BUILDER's attention. If CITY or CRA requires the DESIGN-BUILDER's assistance in resolving any error or inconsistency, such Services may be provided by mutual agreement of the parties.

4.3 **ACCESS TO PROPERTY.** CRA and CITY shall arrange for access to and make provisions for the DESIGN-BUILDER to enter upon public property as reasonably required for the DESIGN-BUILDER to perform the Services. DESIGN-BUILDER shall make its own arrangements for access to private property which DESIGN-BUILDER believes is necessary to perform its Services. If required by the owner of the property, the DESIGN-BUILDER shall agree in writing to:

(a) Release and hold the owner of such property harmless against any claims, damages and injuries that occur as a result of the DESIGN-BUILDER's use of such property; and

(b) Leave such property in as good condition and order as existed on the commencement of DESIGN-BUILDER's use.

4.4 **CITY PROJECT MANAGER.** The CRA and CITY shall appoint a Project Manager ("Project Manager") for this Project. The Project Manager shall issue any and all written authorizations to the DESIGN-BUILDER that the Project may require, or that may otherwise be defined or referred to in this AGREEMENT. The Project Manager shall also, 1) act as the CRA's and CITY's agent with respect to the Services rendered hereunder; 2) transmit instructions to and receive information from the DESIGN-BUILDER; and 3) communicate the CRA's and CITY's decisions to the DESIGN-BUILDER regarding the Services. The Project Manager shall have the authority to extend the Completion Date as provided in Section 1.3(c).

SECTION 5 PAYMENTS TO DESIGN-BUILDER

5.1 INVOICING AND PAYMENT

(a) **Submission of Invoices.** In order to receive payment for its Services performed in connection with the pre-construction design phase of the Project pursuant to **Section 2.1**, the DESIGN-BUILDER must submit an invoice in accordance with the Schedule of Fees detailing the Services provided and the amount charged (each, an “**Invoice**”). Each Invoice must be accompanied with an updated CD-ROM of the design files and an updated Project schedule in form and substance acceptable to the CRA and CITY.

(b) **Payment Period.** Subject to the terms and conditions provided herein, CRA will pay each undisputed Invoice received pursuant to **Section 5.1(a)** within thirty (30) days after receipt and approval by CRA of said Invoice. CRA may request additional documentation from the DESIGN-BUILDER prior to payment of any Invoice. CRA may disallow and deduct any cost for which proper documentation is not provided.

(c) **Reimbursable Expenses.** “**Reimbursable Expenses**” means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for Project visitation as approved in advance by the Project Manager and drawings and specifications and similar Project-related items, all in accordance with the CITY’s Policy and Procedures Manual.

5.2 SCOPE, COST AND FEE ADJUSTMENT

(a) **General.** The CRA or CITY may at any time request changes to the Scope of Services. CITY and CRA shall make such request by delivering to the DESIGN-BUILDER a notification stating the proposed Scope of Services modification and an adjustment of the Schedule of Fees in **Exhibit C** to reflect such modification. The fee adjustment due to modification in the Scope of Services may be calculated utilizing the same method of compensation applicable to the AGREEMENT prior to the Scope of Services modification.

(b) **Scope Reduction.** CITY and CRA shall have the right to reduce (or eliminate, in whole or in part) the Scope of the Services at any time and for any reason, upon providing written notice to the DESIGN-BUILDER specifying the nature and extent of the reduction. In such event the DESIGN-BUILDER shall be fully compensated for the Services performed prior to such reduction or elimination.

(c) **Scope Suspension.** CITY or CRA may, at any time and for any reason, direct the DESIGN-BUILDER to suspend Services (in whole or in part) under this AGREEMENT. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The DESIGN-BUILDER shall resume its Services upon the date specified, or upon such other date as CITY or CRA may thereafter specify in writing. The period during which the Services are stopped by CITY or CRA shall be added to the term; provided however, that any work stoppage not approved or caused by the actions or inactions of CITY or CRA shall not give rise to any claim against CITY or CRA by the DESIGN-BUILDER. CRA agrees to

compensate the DESIGN-BUILDER for its reasonable and provable costs, profits (as agreed to by CITY or CRA), and losses (including overhead costs, reimbursable, demobilization, remobilization, and subcontractor expenses incurred) attributable to any delay approved or caused by the actions or inaction of CITY or CRA.

5.3 TERMINATION. Upon the termination of this AGREEMENT, the DESIGN-BUILDER shall prepare a final and complete Invoice for all Services and Reimbursable Expenses incurred since the posting of the last Invoice, and through the date of termination. The final Invoice shall be subject to all of the provisions described in this Section 5.

5.4 FINAL PAYMENT. The acceptance by the DESIGN-BUILDER, its successors, or assigns, of any final payment due on account of the pre-construction design phase of the Project shall constitute a full and complete release of CITY and CRA from any and all claims or demands regarding further compensation for authorized Services rendered prior to such final payment that the DESIGN-BUILDER, its successors, or assigns have or may have against CITY or CRA under the provisions of this AGREEMENT, unless otherwise previously and properly filed pursuant to the provisions of this AGREEMENT, or in a court of competent jurisdiction. This Section 5.4 does not affect any other portion of this AGREEMENT that extends obligations of the parties beyond final payment.

5.5 LIVING WAGE. The DESIGN-BUILDER, as well as its subcontractors at all tiers, shall pay to all of their employees providing Services pursuant to a contract with the CRA and CITY, a living wage for the time spent providing Services to the CRA and CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the DESIGN-BUILDER shall allow the CITY or CRA to audit (at DESIGN-BUILDER's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future CITY or CRA contracts at the sole option of the CITY.

SECTION 6 TERMINATION

6.1 TERMINATION BY CITY OR CRA FOR CAUSE. The CRA or CITY may, by written notice of default to the DESIGN-BUILDER, terminate all or any part of this AGREEMENT if (a) the DESIGN-BUILDER fails to perform the Services described herein, within the time specified herein or any extension hereof; or (b) if the DESIGN-BUILDER fails to satisfy any of the other provisions of the AGREEMENT, or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as CRA or CITY may in its sole discretion authorize in a writing signed by CITY) after receipt of notice from CITY or CRA specifying such failure. In the event that CRA or CITY elects to waive its remedies for any breach by the DESIGN-BUILDER of any covenant, term or condition of this AGREEMENT, such waiver by CRA of CITY shall not limit the CRA's or

CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

6.2 TERMINATION BY CITY FOR CONVENIENCE. This AGREEMENT may be terminated by the CRA or CITY, in whole or in part, whenever CITY or CRA shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a notice of termination by the CRA or CITY to the DESIGN-BUILDER, signed by CITY, specifying the extent to which performance of work under the AGREEMENT is terminated, and the date upon which such termination becomes effective. The DESIGN-BUILDER shall be paid its costs, including contract closeout costs, and profit on Services performed by the DESIGN-BUILDER up to the effective date of AGREEMENT termination. The DESIGN-BUILDER shall promptly submit its claim for final payment to CRA.

6.3 TERMINATION BY DESIGN-BUILDER FOR CAUSE. In the event the CRA or CITY is in default under this AGREEMENT, the DESIGN-BUILDER shall first provide written notice to CRA and CITY of said condition alleged by the DESIGN-BUILDER to be a default, and CRA or CITY shall have a reasonable period of time, not to exceed sixty (60) days, within which to cure said default. During said period, the DESIGN-BUILDER shall continue to provide the services to CRA and CITY. In the event CRA or CITY continues to be in default under this AGREEMENT upon the expiration of the time period set forth above for curing its default, this AGREEMENT may be terminated by the DESIGN-BUILDER upon providing a notice of termination to CRA and CITY.

6.4 REMEDIES FOR DEFAULT BY DESIGN-BUILDER. If this AGREEMENT is terminated by CRA or CITY for default by the DESIGN-BUILDER, the CRA or CITY shall, except as otherwise expressly set forth in the Contract Documents, retain any and all remedies available for it against the DESIGN-BUILDER, all of which remedies shall be cumulative. By way of illustration and not limitation, CRA and CITY may proceed to obtain the remaining Services from another third party and thereby recover from the DESIGN-BUILDER any "excess costs" incurred by CRA or CITY in so doing.

6.5 DELIVERY OF MATERIALS UPON TERMINATION. In the event of termination of this AGREEMENT by the CRA or CITY, prior to the DESIGN-BUILDER's satisfactory completion of all the Services described or alluded to herein, the DESIGN-BUILDER shall promptly furnish CITY, at no additional cost or expense, with one (1) copy of the following items ("Documents"), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; CD-ROM design files, and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the DESIGN-BUILDER, or by any subcontractors at all tiers, in rendering the Services described herein, and not previously furnished to CRA or CITY by the DESIGN-BUILDER pursuant to this AGREEMENT. The Documents shall be the sole property of CRA, and CRA shall be vested with all rights provided therein of whatever kind and however created. The DESIGN-BUILDER shall also require that all such subcontractors at all tiers agree in writing to be bound by the provisions of this Subsection. Although the Documents will be the sole property of CRA, neither DESIGN-BUILDER nor their design consultants will be

responsible for any errors or omissions in the Documents and there will be no guarantee that the Documents will be fit for their intended use.

SECTION 7 MATERIALS AND REUSE OF DOCUMENTS

The DESIGN-BUILDER shall supply CRA and CITY with at least one reproducible copy of all data, job files, test reports, cost control and scheduling data, computer printouts, summaries, memoranda, CD-ROM design files, and other written work, documents, instruments, information, and materials (whether or not completed) generated or prepared by the DESIGN-BUILDER especially for the Services rendered hereunder at CRA or CITY's request during the term of the AGREEMENT, upon termination, and with the DESIGN-BUILDER's final payment invoice) by the DESIGN-BUILDER. The final work product of all such materials (e.g., signed and sealed plans and specifications which record design in written and CD-ROM formats; studies; analyses; and so forth), along with all formal DESIGN-BUILDER/CITY correspondence concerning the Project (e.g. letters, tapes, memoranda, etc.) shall be the sole property of CRA. All materials described above shall be retained by the DESIGN-BUILDER for the statutory period (§95.11, Fla. Stat., as it may be from time-to-time amended). Furthermore, CRA or CITY may reuse them at no additional cost, and CRA or CITY shall be vested with all rights of whatever kind and however created that may be in existence thereto. The design, plans, drawings and specifications shall be a "work made for hire," and the CRA shall be vested with all rights of ownership therein.

SECTION 8 NOTICES

All notices denominated as such by this AGREEMENT required to be given to the DESIGN-BUILDER hereunder shall be in writing, and shall be given by hand-delivery, facsimile transmission, or United States mail, postage prepaid, addressed to the DESIGN-BUILDER:

Turner Construction Company
Special Projects Division
Attn: Oliver Walser, Senior Project Manager
135 W Central Blvd. Suite 950
Orlando, Florida 32801
407-340-4798
owalser@tcco.com

All notices required to be given to CRA shall be in writing, and shall be given by hand-delivery, facsimile transmission, or United States mail, postage prepaid, to CRA at:

David Barilla, Executive Director
Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, Florida 32801

Fax: (407) 246-3359
Phone: (407) 246-3361

With a Copy to:
David Billingsley,
Chief Procurement Officer, CPSM, C.P.M.
City of Orlando
400 South Orange Avenue, 4th floor
Orlando, Florida 32891
Fax: (407) 246-2869
Phone: (407) 246-2291

Either party may change its address, for the purposes of this **Section 8**, by written notice to the other party given in accordance with the provisions hereof.

SECTION 9 DESIGN-BUILDER'S PROJECT TEAM

The DESIGN-BUILDER shall designate members of its staff and its subcontractors as the DESIGN-BUILDER's principal-in-charge, project manager and key personnel (collectively, the "**Project Team**"), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The DESIGN-BUILDER shall inform CRA and CITY as to the authority and powers that the DESIGN-BUILDER's Project Team shall possess during the life of the Project. The DESIGN-BUILDER agrees that CRA or CITY shall have the right to approve the DESIGN-BUILDER's Project Team, and that the DESIGN-BUILDER shall not change any member of its Project Team without obtaining written approval from CRA and CITY. Furthermore, if any member of the DESIGN-BUILDER's Project Team is removed from his or her Project duties, or his or her employment is otherwise terminated or curtailed by the DESIGN-BUILDER, or if the DESIGN-BUILDER's Project Team member terminates his or her employment with the DESIGN-BUILDER, then the DESIGN-BUILDER shall promptly replace such Project Team member with a person of comparable experience and expertise.

SECTION 10 INDEMNIFICATION AND INSURANCE

10.1 INDEMNIFICATION. The DESIGN-BUILDER shall indemnify and hold harmless the CRA and CITY, their employees and officers, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the DESIGN-BUILDER and persons employed or utilized by the DESIGN-BUILDER in the performance of the AGREEMENT. This provision shall survive the expiration or termination of the AGREEMENT.

10.2 INSURANCE.

(a) **Required Insurance.** The DESIGN-BUILDER shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and

any other insurance necessary to fully protect DESIGN-BUILDER from claims of the nature that are detailed below, that may arise out of, or result from, the DESIGN-BUILDER's operations, performance, or Services, or all of these things, or any of these things in combination ("**DESIGN-BUILDER's Operations**"), whether the DESIGN-BUILDER's Operations are by the DESIGN-BUILDER, any of its agents or subcontractors, or anyone for whose act or acts it may be liable:

- (i) claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- (ii) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- (iii) claims for damages for personal injury; and
- (iv) claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

(b) **Insurance Limits**. The insurance required by **Section 11.2(a)** shall be written for not less than the limits of liability specified below, or such limits required by law, whichever is greater:

<u>Type of Insurance</u>	<u>Required Coverages</u>
(i) Worker's Compensation; Employer's Liability	Florida statutory limit \$500,000 per accident
(ii) Comprehensive General Liability:	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per occurrence
Bodily Injury, Personal Injury and Property Damage	\$1,000,000 combined single-limit per occurrence and aggregate
(iii) Business Automobile Liability	\$1,000,000 per occurrence

(c) **Errors and Omissions Policy**. The DESIGN-BUILDER shall require the architect or engineer of record, as applicable, and other design professionals to purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000.

(d) **Insurance Administration.** Insurance certificates, in form and content acceptable to the CRA and CITY, evidencing all insurance coverages referred to in this Section, shall be delivered to CRA and CITY at least ten (10) calendar days before any Services are commenced by the DESIGN-BUILDER under this AGREEMENT. The insurance certificates shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) calendar days prior written notice having been given to CRA. It is also understood and agreed that it is the DESIGN-BUILDER's sole burden and responsibility to coordinate activities between itself, the CRA, CITY, and the DESIGN-BUILDER's insurer(s) so that the insurance certificates are acceptable to and accepted by CRA and CITY within the time limits described in this Section.

(e) **CRA and CITY As Additional Insured.** The CRA and CITY shall be listed as an additional insured on all insurance coverages required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the DESIGN-BUILDER or the DESIGN-BUILDER's subcontractors, or all of these entities' ("Primary Insureds") insurance, shall apply on a primary basis, and that any other insurance maintained by CRA or CITY shall be in excess of and shall not contribute to or be commingled with the Primary Insureds' insurance. Where CRA and CITY has been named as an additional insured, the DESIGN-BUILDER shall include the provisions of this Subsection in its subcontractors' at all tiers contracts and the Primary Insureds' insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or the additional insured in the same manner as if separate policies had been issued to each.

(f) **CRA and CITY's Right to Inspect Policies.** The DESIGN-BUILDER shall, upon thirty (30) days' written request from CRA or CITY, deliver copies to CRA and CITY, or make copies available for CRA and the CITY's inspection at Orange County, Florida, of any or all insurance policies that are required in this AGREEMENT. If the DESIGN-BUILDER fails to deliver or make such copies available to CRA or CITY; or, if the DESIGN-BUILDER fails to obtain new insurance or have a previous insurance policy reinstated or renewed; or, if the DESIGN-BUILDER fails in any other regard to obtain coverage sufficient to meet the terms and conditions of this AGREEMENT; then CRA and CITY may, terminate this AGREEMENT for cause pursuant to the terms and conditions of Section 6.1.

(g) **Notifications.** The DESIGN-BUILDER acknowledges, understands, and agrees that it shall give prompt and prior written notice to CRA and CITY that any insurance policy defined or contemplated in this Section 11.2 has lapsed, its limits have been reduced below the amounts required hereunder or such policy has otherwise been terminated.

SECTION 11 MISCELLANEOUS PROVISIONS

11.1 **RECORDS.** The DESIGN-BUILDER shall maintain and require each of its subcontractors at all tiers to maintain complete and accurate books and records ("Books") in accordance with sound accounting principles and standards relating to all Services, and the

related costs and expenditures to CRA and CITY that have been contracted for and paid during the life of this AGREEMENT. The Books shall identify the Services rendered during each month of the AGREEMENT, the date that each Project expense was incurred, and whether the expense was Service or reimbursable-related. These Books shall be maintained for five (5) years following Final Payment.

11.2 LOCAL, STATE AND FEDERAL OBLIGATIONS.

(a) **Compliance with Law.** The DESIGN-BUILDER and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, mandatory guidelines, and mandatory directions, which may pertain or apply to the Services that may be rendered hereto. The DESIGN-BUILDER shall also require, by contract, that all subcontractors at all tiers comply with the terms hereof.

(b) **Licenses.** The DESIGN-BUILDER shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the DESIGN-BUILDER to render its Services or Work as described herein. The DESIGN-BUILDER shall also require all of its subcontractors at all tiers to comply by contract with the provisions of this Subsection.

(c) **Compliance With New Regulations.** The DESIGN-BUILDER agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for CRA or CITY or the DESIGN-BUILDER to qualify for local, state, or federal funding for the Services to be rendered by the DESIGN-BUILDER, then the DESIGN-BUILDER shall consent to and make such modifications or amendments in a timely manner. If the DESIGN-BUILDER is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then CRA and CITY shall have the right, by written notice to the DESIGN-BUILDER, to terminate this AGREEMENT without liability. Furthermore, if the DESIGN-BUILDER's compliance with such grant laws, regulations, rules, or procedures causes a material change to a term or condition of this AGREEMENT, then CRA and CITY agrees, upon sufficient proof of material changes as may be presented to it by the DESIGN-BUILDER, to amend all related CITY/DESIGN-BUILDER contractual obligations, and to revise such contract budgets accordingly.

11.3 DESIGN-BUILDER NOT AGENT OF CRA or CITY. The DESIGN-BUILDER is not authorized to act as the CRA's or CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind CRA or CITY hereunder, either in DESIGN-BUILDER's relations with its subcontractors at all tiers or in any other manner whatsoever except as elsewhere provided for in this AGREEMENT.

11.4 ASSIGNMENT. CRA and CITY has selected the DESIGN-BUILDER to render the Services based in substantial part on the personal qualifications of the DESIGN-BUILDER; as such, the DESIGN-BUILDER may not assign or transfer any right or obligation of this AGREEMENT in whole or in part, without the prior written consent of CRA or CITY, which consent may be granted or withheld by the CRA or CITY. Any direct or indirect change in the

ownership (legal or equitable) of a controlling and/or a majority interest of the DESIGN-BUILDER, whether such change in ownership occurs at one time or as a result of sequential incremental changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger, consolidation, reorganization or otherwise, shall be deemed an assignment of this AGREEMENT subject to the consent of CITY. The DESIGN-BUILDER may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this AGREEMENT without the prior written consent of CRA or CITY shall be void, *ab initio*, and shall not release the DESIGN-BUILDER from any liability or obligation under the AGREEMENT, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

11.5 **AUDITS**

(a) **Periodic Auditing of DESIGN-BUILDER's Books.** The Books may (but need not) be kept separate and apart from the DESIGN-BUILDER's other books; but the CRA and CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any Invoice or completion report. In lieu of the above and upon request of CRA or CITY, the DESIGN-BUILDER shall prepare an audit (for the most recent fiscal year) for CRA and CITY, which shall include the DESIGN-BUILDER's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by CRA to the DESIGN-BUILDER. The fiscal report shall be certified as true and correct by, and shall bear the signature of, the DESIGN-BUILDER's chief financial officer or its certified public accountant.

(b) **Retention of Books.** The DESIGN-BUILDER shall retain the Books, and make them available to CRA and CITY as specified above, until the later of five (5) years after the date of termination or expiration of this AGREEMENT, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

(c) **Overcharge.** If it is established by the audit, or by any other means, that the DESIGN-BUILDER has over-billed or overstated its costs, fees, or reimbursable expenses ("Overcharge") to the CRA or CITY, then the amount of any Overcharge shall be refunded by the DESIGN-BUILDER, plus interest at twelve percent (12%) simple interest per annum, together with the CRA and CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

11.6 **SUBCONTRACTOR CONTRACTS.** The DESIGN-BUILDER shall provide a copy of all relevant provisions of this AGREEMENT to all subcontractors hired by it, or for which it may have management responsibilities and shall inform all subcontractors at all tiers that the Services performed hereunder shall strictly comply with the AGREEMENT's terms. The DESIGN-BUILDER shall also furnish the CRA and CITY, upon demand, with a copy of all of the subcontractors' at all tiers contracts.

11.7 **ENTIRE AGREEMENT.** This AGREEMENT, including the Exhibits hereto, constitutes the entire AGREEMENT between the parties, and shall supersede and replace all

prior agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document.

11.8 **AMENDMENT**. This AGREEMENT may be amended or modified only by a written instrument duly authorized and executed by the parties.

11.9 **VALIDITY**. The validity, interpretation, construction, and effect of this AGREEMENT shall be in accordance with and governed by the laws of the State of Florida, only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect. To that extent, this AGREEMENT is deemed severable.

11.10 **HEADINGS**. The headings of the Sections or Subsections of this AGREEMENT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

11.11 **TIMELINESS**. CRA, the CITY and the DESIGN-BUILDER acknowledge and understand that time is of the essence in this AGREEMENT and that the Services shall be performed in as expeditious a manner as may be in accord with the nature of the Project.

11.12 **FORCE MAJEURE**. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT, such modifications to include, but not be limited to, the Project's Services, schedule, and Schedule of Fees. If such conditions and circumstances do in fact occur, then CRA, the CITY and DESIGN-BUILDER shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

11.13 **RIGHTS CUMULATIVE; NO WAIVER**. No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of a default hereunder. The failure of either party hereto to insist, at any time, upon the strict observance or performance of any of the provisions of this AGREEMENT, or to exercise any right or remedy as provided in this AGREEMENT, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this AGREEMENT to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

11.14 **DISCRIMINATION**. The DESIGN-BUILDER covenants and agrees that, 1) in the furnishing of Services to the CRA and CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this AGREEMENT on the grounds of such person's race, color, creed, national origin, disability, sexual orientation, religion or sex; and 2) the DESIGN-BUILDER shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or laws, and as such rules, regulations, or laws may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in

this Subsection, the CITY shall have the right to terminate this AGREEMENT, without liability, as described above.

11.15 **TRUTH-IN-NEGOTIATIONS.** The DESIGN-BUILDER shall execute a Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof, by reference, as **Exhibit D.** It is agreed by the DESIGN-BUILDER that the Schedule of Fees set forth in **Exhibit C,** and any modifications thereto, shall be adjusted to exclude any sum [plus interest at twelve percent (12%) per annum simple interest on the sums, from the date of payment by the CRA] by which the CRA determines that the price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.16 **ENTIRE CONTRACT.** This AGREEMENT, including the Contract Documents referenced above, together with any Exhibits or attachments hereto, constitutes the entire agreement between the parties.

11.17 **GOVERNING LAW.** The parties mutually acknowledge and agree that this AGREEMENT shall be construed in accordance with the laws of the State of Florida.

11.18 **PUBLIC ENTITY CRIME.** Any Person or affiliate, as defined in Section 287.133 of the *Florida Statutes*, shall not be allowed to contract with the CRA or CITY, nor be allowed to enter into a Subcontract for work on this AGREEMENT, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this AGREEMENT was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this AGREEMENT was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the CRA or CITY obtained in violation of this Section shall be subject to termination for cause. A subcontractor who obtains a Subcontract in violation of this Section shall be removed from the Project and promptly replaced by a subcontractor acceptable to the CRA and CITY.

11.19 **PUBLIC RECORDS.** DESIGN-BUILDER shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, DESIGN-BUILDER shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O CITY CLERK OR THE RECORDS AND ARCHIVES DIVISION MANAGER, RECORDS@ORLANDO.GOV, PHONE NUMBER (407) 246-2148, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

11.20 **HUMAN TRAFFICKING AFFIDAVIT.** The DESIGN-BUILDER hereby represents,

warrants, and certifies that DESIGN-BUILDER does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that DESIGN-BUILDER has provided the Human Trafficking Affidavit attached hereto as **Attachment “1”**.

11.21 **SCRUTINIZED COMPANIES LIST.** DESIGN-BUILDER certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, DESIGN-BUILDER certifies that it is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. DESIGN-BUILDER shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if DESIGN-BUILDER is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

11.22 **FOREIGN COUNTRY OF CONCERN.** DESIGN-BUILDER shall, in the form attached hereto as **Attachment 2**, provide the City with an affidavit signed by an officer or other authorized representative of DESIGN-BUILDER under penalty of perjury attesting that DESIGN-BUILDER is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c) of the Florida Statutes), that the government of a foreign country of concern does not have a controlling interest in DESIGN-BUILDER, and that DESIGN-BUILDER is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, DESIGN-BUILDER shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

11.23 **E-VERIFY.** DESIGN-BUILDER represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If DESIGN-BUILDER enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.

SECTION 12 **CONFLICTS OF INTEREST**

The DESIGN-BUILDER represents and warrants unto the CRA and CITY that no officer, employee, or agent of the CRA or CITY has any interest, either directly or indirectly, in the business of the DESIGN-BUILDER to be conducted hereunder. It is absolutely understood and agreed by the DESIGN-BUILDER that, for the breach or violation of this Section, the CRA and CITY shall have the right to terminate this AGREEMENT without liability and at its sole discretion.

IN WITNESS WHEREOF, the authorized signatories named below have executed this AGREEMENT on behalf of the parties as of the date first set forth above.

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CITY OF ORLANDO, FLORIDA**

By: _____
Chief Procurement Officer, City of Orlando

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed
Date: _____, 2026

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Community
Redevelopment Agency of the City of Orlando, only.

Date: _____, 2026

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CITY OF ORLANDO, FLORIDA

By: _____
Chief Procurement Officer, City of Orlando

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed
Date: _____, 2026

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Community
Redevelopment Agency of the City of Orlando, only.

Date: _____, 2026

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

TURNER CONSTRUCTION COMPANY

By: _____

Name: _____
Title: _____
Date: _____

EXHIBIT A
SCOPE OF SERVICES



Turner Construction Company
Special Projects Division | Orlando, Florida
135 W Central Blvd. Suite 950
turnerconstruction.com

January 28th, 2026

Jerry Washington, PE
Consultant Project Manager
City of Orlando

Re: Downtown Corner Plaza (30 S. Orange Ave.) & Lake Eola Gateway Entrance (E. Central Blvd.) Design Build

Dear Mr. Washington,

Turner Construction Company is pleased to submit the enclosed Concept Estimate (dated January 5, 2026) for the Lake Eola Gateway Entrance and Downtown Corner Plaza project for the City of Orlando. In partnership with Perkins&Will and our local design and specialty consultants, our team is prepared to deliver a progressive design-build approach that aligns community priorities with safety, quality, budget, and schedule.

Our team will work closely with the City and key stakeholders to confirm project goals and program requirements, advance schematic concepts, and develop full construction documents for 30 S. Orange and the Lake Eola Gateway scope, excluding the restaurant component. We have also included optional pricing for select site investigations and assessments, demolition, and allowances for abatement, providing flexibility as the project progresses and additional information becomes available. Turner will provide transparent estimating and value alignment throughout design, coordinating with the design team to evaluate alternatives, manage risk, and keep the project on track.

We appreciate the opportunity to support the City of Orlando on this highly visible public space investment.

Sincerely,

Oliver Walser
Senior Project Manager | Turner Construction Company
Special Projects Division – Orlando
407-340-4798 | owalser@tcco.com

ESTIMATE SUMMARY BY AREA				
UNIFORMAT CLASSIFICATION	Lake Eola Gateway City Center 205 E. Central	Lake Eola Gateway 215 E. Central	Downtown Corner Plaza 30 S. Orange	TOTAL
	Cost	Cost	Cost	Cost
1 Site Investigations	\$31,865	\$26,300	\$20,000	\$78,165
1.1 Phase 1 - Environment Site Assessment	\$1,800	\$1,800	\$1,800	\$5,400
1.2 Asbestos, Lead, and Hazardous Material Survey	\$11,865	\$6,300	N/A	\$18,165
1.3 Survey & Elevations	\$12,200	\$12,200	\$12,200	\$36,600
1.4 Geotechnical Survey and Report	\$6,000	\$6,000	\$6,000	\$18,000
2 Design Services	\$908,102	\$0	\$453,257	\$1,361,359
2.4 Demolition Design Services	\$51,109	TBD	N/A	\$51,109
2.6 Schematic Design to Construction Documents	\$811,293	TBD	\$453,257	\$1,264,550
2.7 Design Expenses (Travel, Meetings, Printing)	\$45,700	included w/City Ctr.	included w/City Ctr.	\$45,700
3 Allowances	\$240,000	\$75,000	\$40,000	\$355,000
3.1 Allowance for Abatement - Requires site testing	\$200,000	\$75,000	N/A	\$275,000
3.2 Allowance for Artist Engagement	\$40,000	\$0	\$40,000	\$80,000
4 Demolition	\$1,326,000	\$51,000	\$0	\$1,377,000
4.1 Structure Demolition	\$1,326,000	\$51,000	N/A	\$1,377,000
5 Miscellaneous Site Construction	\$60,000	\$25,000	\$5,000	\$90,000
5.1 General Requirements	\$60,000	\$25,000	\$5,000	\$90,000
SUBTOTAL - DIRECT TRADE COST	\$2,565,967	\$177,300	\$518,257	\$3,261,524
6 Insurance and Bonding	\$128,272	\$10,684	\$26,109	\$165,065
6.1 Subcontractor Default Insurance	1.31% N/A	N/A	N/A	\$0
6.2 Builders Risk Insurance	0.80%	\$24,317	\$2,025	\$4,950
6.3 General Liability Insurance	1.42%	\$43,163	\$3,595	\$8,786
6.4 Contractor Controlled Insurance Program	0.00%	\$0	\$0	\$0
6.5 Prof / Poll Liability, Cyber Insurances	1.00%	\$30,396	\$2,532	\$6,187
6.6 Payment and Performance Bond	1.00%	\$30,396	\$2,532	\$6,187
7 Escalation and Contingency	\$83,917	\$6,990	\$17,081	\$107,988
7.1 Design Contingency	0.00%	\$0	\$0	\$0
7.2 Estimating Contingency	0.00%	\$0	\$0	\$0
7.3 Escalation	0.00%	\$0	\$0	\$0
7.4 Phasing Premium	0.00%	\$0	\$0	\$0
7.5 Construction Contingency	3.00%	\$83,917	\$6,990	\$17,081
SUBTOTAL - DIRECT COSTS	\$212,189	\$17,673	\$43,190	\$273,053
8 CM Services	\$261,464	\$58,199	\$57,255	\$376,917
8.1 Construction Staff and Reimbursables	\$103,000	\$45,000	\$25,000	\$173,000
8.2 CM Fee	5.50%	\$158,464	\$13,199	\$32,255
CONSTRUCTION ESTIMATE TOTAL	\$3,039,620	\$253,172	\$618,702	\$3,911,494

Turner Construction - Scope Clarifications, Assumptions, & Qualifications

30 S. Orange and Lake Eola Gateway Projects

Updated: January 28, 2026

The following outlines the scope summaries, clarifications, and assumptions included in the concept estimate for this project.

1. Site Investigations

1.1 Phase I Environmental Site Assessments

- Required for all properties prior to demolition or construction activities
- Identify Recognized Environmental Conditions (RECs) that may indicate the presence or likely presence of hazardous substances or petroleum products on, in, or near the property

1.2 Asbestos, Lead & Hazardous Materials Surveys

- Required for all structures prior to demolition or construction activities. Only included for 205 E. Central and 215 E. Central buildings.
- Perform pre-renovation or pre-demolition hazardous materials surveys
- Identify, sample, and document Asbestos-Containing Materials (ACM), Lead-Based Paint (LBP), and other hazardous or universal wastes prior to building demolition or renovation
- Provide comprehensive reports with laboratory analysis, locations, quantities, and abatement recommendations

1.3 Survey

- Provide boundary/topographic/tree/elevation surveys for design and permitting purposes including utility subsurface survey.

2. Design Services

- See enclosed Perkins & Will Proposal and associated backup

3. Allowances

3.1 Abatement

- Allowances for abatement are included for both 205 E. Central and 215 E. Central buildings. Final abatement cost is unknown at this time and will be based on the findings of the hazardous materials analysis and surveys to determine the extent of the required abatement activities
- No abatement allowance is included for the 30 S. Orange property

3.2 Artist Engagement

- An allowance for engagement with an artist to collaborate with the design team on the integration of public art with the design. It is assumed that any artist(s) engaged in the project would be contracted with after the schematic design phase. The design team will work with the city to select an artist or artists for the project.

4. Structural Demolition

- 205 E. Central Blvd. (City Center):
 - Full structural demolition with selective hand methods on upper floors
 - Interior demolition (approx. 36,000 SF)
 - Concrete slab and footer removal (approx. 7,200 SF)
 - Selective hand demolition on upper 4 floors for safety and control.
 - Debris removal, hauling, and disposal
 - Scaffold and pedestrian protection systems

- Requires access to Rosalind Club building property (11 N Rosalind Ave, Orlando, FL 32801) for scaffolding and protection
- Requires Completed Phase 1 Environmental Site Assessment, Hazardous material Testing and associated required abatement
- Requires all utility disconnects
- 215 E. Central Blvd. (if required)
 - Demolition of existing wooden structures
 - Concrete slab and footer removal (approx. 3,600 SF).
 - Associated debris haul and site clean-up.
 - Requires Completed Phase 1 Environmental Site Assessment, Hazardous material Testing and associated required abatement
- 30 S. Orange Ave.
 - No demolition of any kind is currently included

5. General Requirements

- General Requirements include temporary facilities, site office and equipment, equipment rentals, vehicle parking, temporary protections, temporary utilities, cleaning, EHS program, office supplies, communications, paper documentation and drawings, project software, temporary signage, and postage

6. Insurances and Bonding

- The estimate includes comprehensive insurance and bonding coverage comprised of Subcontractor Default Insurance (1.31%), Builders Risk Insurance (0.80%), General Liability Insurance (1.42%), and Professional/Professional Pollution Liability and Cyber Insurance (1.00%), along with a Payment and Performance Bond (1.00%)

7. Construction Contingency

- A 3.00% construction contingency is included in this proposal

8. Construction Management Services

- CM Services include construction staff and associated reimbursable expenses
- A Construction Management fee of 5.50% has been included in the estimate

9. General Construction Exclusions

- Estimate does not include any site security
- Estimate does not include any site restoration after demolition
- Estimate includes site fencing during demolition activities only
- Estimate does not include any LEED requirements or certifications
- Estimate does not include any permitting or impact fees/costs

Date: 1.22.26

To: Andrew Cameron, Oliver Walser
From: Micah Lipscomb
Re: Lake Eola
Gateway/Downtown
Corner Plaza proposal

LAKE EOLA GATEWAY/DOWNTOWN CORNER PLAZA PHASE ONE PROPOSAL

This proposal outlines the scope and fee for a Perkins&Will led team to provide design services for Turner Construction for two parks in downtown Orlando Florida. The scope of design is outlined in RFP25-0383 Progressive-Design-Build Services for the Downtown Corner Plaza (30 S Orange) and Lake Eola Gateway Entrance with the City of Orlando.

TEAM MEMBERS

We have assembled a team that combines deep local insight and national design leadership to deliver this project. The following team members and roles are included:

- Perkins&Will – Project Management, Landscape Architecture, Schematic Architecture Design for Lake Eola shade structure, Community Engagement Lead
- KMF- Architecture
- TyLin - Structural Engineering
- Land Design- Civil Engineering
- SGM – MEP Engineering, Telecommunications/Cameras
- Fork in the Road- Restaurant Consulting
- Aquatic Creations- Water Feature Engineering
- Solotech- Audio and Lighting Design
- Hines- Irrigation Design

SCOPE OF WORK

Phase 1 Lake Eola Gateway Entrance

The Lake Eola Gateway Entrance project is intended to create a new open entrance to Lake Eola Park off E. Central Blvd and create expanded amenities for the community. The Lake Eola Gateway Entrance project is proposed to be split into three phases with a combined total budget of \$12 million. The scope of work for each of the phases are as follows:

Phase IA – 205 E Central Building Demolition Documentation, Permitting and Construction Administration

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

The design team will provide the following services associated with this project:

1. LandDesign shall prepare documents suitable for demolition construction and permitting of the project. The engineering plans will be prepared and designed in accordance with St. Johns River Water Management District, City of Orlando and Florida Department of Environmental Protection (FDEP) criteria. The following sheet series are anticipated:
 - General Notes
 - Limits of Construction and Erosion Control Plan/Details
 - Demolition Plan
 - Tree Removal Plan
2. KMF will provide a Protection Package / specifications for the protection of the 215 E Central structure.
3. Perkins&Will will provide an evaluation of the tree health and sizes of trees within the demolition work area for the 205 E Central structure.
4. LandDesign will prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required by agencies/municipalities. Any revisions required during the review processes listed below are included in the scope of work. A City of Orlando Building Permit will be processed during this design phase. LandDesign will coordinate with all other applicable departments through the review process. The project's general contractor will assume the permit once approved.
5. LandDesign shall provide construction administration support services to assure conformance of the actual construction with the construction documentation for the demolition phase of the project. This includes:
 - a. Review of shop drawings, submittals, and requests for information.
 - b. Site visits to the project site to assure overall compliance with the construction documentation and the design intent of the civil engineering and area development scopes of work, as needed and/or requested.
 - c. Attendance at jurisdictional site reviews, inspections, testing of any design under this scope of work, as required.
 - d. Review of contractor provided as-built survey information, providing comments.
 - e. Use as-built survey information to close out permits.
6. KMF will provide construction administration services as it relates to the protection specifications provided for the 215 East Central structure.

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

7. Representatives of design team members who have provided demolition related scope will attend up to Eight (8) bi-weekly OAC (Owner, Contractor, Architect) one-hour coordination meetings.

Deliverables:

- Demolition plans and specifications

Phase IB – 215 E Central Building Assessment and Reports

Phase IB of the project seeks to conduct a conditions assessment and analysis of the existing building located at 215 E Central Blvd (Gateway) building and provide conceptual design services for the expansion and renovation to increase the space and infrastructure for a 100-120 patron restaurant with exterior covered seating and/or second floor service areas. The renovation will also include improvements to the surrounding landscape and site lighting to provide a more functional and safer environment for patrons and the community. The existing building, per information provided in the RFP, is an unreinforced masonry structure with wood framed floors and roof supporting clay tile. The project will be conducted in multiple phases as follows:

Phase IB.1 – Structural Assessment and Report

1. The initial phase of work will include conducting a visual conditions assessment of the existing building structure. TYLin has assumed time for (2) engineers on-site for (1) day to document and observe the existing building. TYLin will review any existing building plans, permits, inspections reports, inspection reports, maintenance records, and other relevant drawings to inform the building history and condition. The conditions assessment will not include any destructive testing and/or investigation in the form of probes, test pits, or material sampling / testing. Findings from the initial conditions assessment will be summarized in a conditions assessment report along with identification of any structural deficiencies found and structural recommendations for repair. Conditions assessment report will include preliminary evaluation of the existing building structure as it pertains to the scope of the proposed renovation including limitations based on the existing structural capacity, additional destructive testing / investigation required to advance the design, potential impacts to the existing roof, floor and foundation assemblies of the existing structure associated with the proposed renovation. TYLin will review preliminary cost estimates for repair and improvement recommendations included in the assessment report.

Deliverable:

- Structural conditions assessment report (pdf)

Phase IB.2 – Architectural and ADA Assessment and Report

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

1. KMF will provide an Architectural and ADA Assessment of the structure.
 - a. KMF will walk the interior and exterior of the building identifying deficiencies readily visible and will assess the magnitude of required repairs or replacement, as the house sits, for use as commercial / rental space.
 - b. A report will be provided summarizing the findings from this ADA assessment.
2. KMF will provide an interior and exterior 3D Matterport scan of the 215 E Central structure. They will also provide a floor plan of the structure. Elevations, Reflected Ceiling plans, and roof plans will not be provided. The images from the Matterport scan will be referenced for this information.

Deliverables:

- Architectural and ADA Assessment (pdf)
- Matterport scan

Phase IB.2 – Restaurant Concept Study and Feasibility Report

Given the goal of a clear sight line from the corner of E Central Blvd. and S Rosalind Avenue to the Lake Eola fountain, the Design team will provide concepts and an analysis of the following opportunities for the 215 E Central structure:

1. Adaptive reuse of the structure
2. Relocation of the structure in the immediate vicinity of the existing location and in a new location around Lake Eola
3. Donation of the structure to an entity and removal from the site
4. Removal of the structure and a new structure. A Schematic design of a new structure is excluded from this scope of work.

Relocation Study & Feasibility

1. TYLin will provide a narrative noting the feasibility and requirements for relocating the existing structure to a new location. Narrative description will define requirements for new foundations and concepts for temporary shoring / bracing of the existing structure required to relocate the existing building. Structural design services for the design and specification of new foundations and temporary bracing measures are not included within the scope of work.
2. Fork In The Road (FITR) will provide an assessment of the feasibility of converting an existing residential structure into a full-service restaurant inspired by the type and character of a Hillstone-style concept. They will evaluate the functional viability of the space - including seating capacity targets and kitchen and BOH requirements

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

– to help inform early recommendations on whether the building can be successfully adapted for restaurant use.

The assessment will include a programmatic needs assessment identifying typical area ranges (SF) required for:

- a) Kitchen and Support areas
- b) Dry/cold/frozen storage
- c) Staff restrooms
- d) Office and administrative functions
- e) Delivery and receiving access

A layout feasibility review will include assessment of the following:

- a) Functional flow for staff and guest movement
- b) Opportunities for core area placement (e.g. kitchen, bar, restrooms)
- c) Service/delivery access
- d) Estimated seating capacity vs. required support space
- e) Feasibility of achieving seat capacity target

The findings will be summarized in a summary memo outlining:

- a) Operational feasibility of the adaptive reuse
- b) High-level programmatic assumptions
- c) Key risks, unknowns, and recommendations

Deliverables:

- Restaurant Feasibility Summary memo (pdf)
- Structural Narrative for the relocation of the structure (pdf)
- Concept Site Plans for a new location for the structure elsewhere at Lake Eola Park

The City has asked the design build team to provide cost estimates for the different scenarios outlined above. The design team will review and comment on the preliminary cost estimates provided by Turner Construction.

Phase II.A - Lake Eola Gateway Entrance Community Engagement

The design team will lead up to two community engagement sessions for the project to confirm project goals and program. The goals, schedule, and process for these sessions will be developed with the City of Orlando. It is assumed that the community engagement sessions for the Downtown Corner Plaza site at 30 S Orange will happen in concert with the Lake Eola Gateway project. Meetings with key stakeholders will also be held to get their input on the proposed plans.

Phase II.B - Lake Eola Gateway New Restaurant Schematic Design

The design team will provide a Schematic Design for a new restaurant with the following assumptions:

1. Seating for 120 people- 80 People Inside, 40 Outside
2. Level of service is a "Hillstone" level of restaurant

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

3. Assuming at least 4,000 SF structure

The following deliverables will be provided:

1. Floor Plans
2. Exterior Renderings (2-3)
3. Interior Renderings (2)
4. Color Rendered Illustrative Site Plan

Phase II.C - Lake Eola Gateway Entrance Design and Documentation

The design team will provide design and documentation for the proposed Gateway Entrance. The schematic design will include analysis and design that demonstrates a sight line to the Lake Eola fountain. The design services will include one scenario for the 215 E Central building renovation.

Schematic Designs for more than one scenario for the building are excluded from this scope of work. The design team will review and comment on the preliminary cost estimate to be provided by Turner.

Turner will provide an allowance for engagement with an artist to collaborate with the design team on the integration of public art with the design. It is assumed that any artist(s) engaged in the project would be contracted with after the schematic design phase. The design team will work with the city to select an artist or artists for the project.

Perkins&Will will lead the design and documentation for the landscape architecture for the project, and will lead the design and documentation for the shade structure through Design Development. KMF will be the architect of record for the shade structure for construction documents. Perkins&Will will be the landscape architect of record for the project, will manage the design team, and provide design leadership for the entire project.

A Schematic Design package with the following deliverables will be provided:

1. Color Rendered Illustrative site plan
2. Perspective renderings (up to 3)
3. Schematic Design package with the following components:
 - a) Conceptual Site Plan
 - b) Typical Sections
 - c) Conceptual Grading and Drainage Plans/Details
 - d) Conceptual Utility Plans/Details
 - e) Shade Trellis Architectural Plans, Sections, and Elevations
 - f) Hardscape Material Plan
 - g) Planting Plan
 - h) Narratives for the following disciplines
 - a. Structural- a narrative description of the proposed structural system(s) for the project, and the following:

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

- Structural design parameters
- Building code provisions including anticipated live loads based on occupancies provided by the Architect
- Wind and seismic design parameters
- Serviceability limitations such as inter-story and total building drift due to wind and seismic loads, gravity member deflection limitations, and anticipated façade support parameters

b. Mechanical, Electrical, and Plumbing Engineering/
Telecommunications/Cameras

A Design Development package with the following components will be provided:

1. General Notes and Drawing Index
2. Limits of Construction and Erosion Control Plans/Details
3. Site Data and Plans/Details
4. Typical Sections
5. Grading and Drainage Plans/Details
6. Utility Plans/Details
7. Fire Access Plan
8. Shade Trellis Architectural Plans, Sections, and Elevations
9. Hardscape Material Plan
10. Hardscape Details
11. Planting Plan and Details
12. Site Electrical Plans, Schedules, and Details
13. Mechanical / Plumbing / Fire Protection Plans and Details
14. Fiber Optics, Low Voltage, Security Plans, Schedules and Details
15. Site furnishings plan.

Two Construction Documents packages (90% and 100%) will be provided with the following components:

- a. General Notes and Drawing Index
- b. Limits of Construction and Erosion Control Plans/Details
- c. Site Data and Plans/Details
- d. Typical Sections
- e. Grading and Drainage Plans/Details
- f. Utility Plans/Details
- g. Fire Access Plan
- h. Shade Trellis Architectural Plans, Sections, and Elevations
- i. Hardscape Material Plan
- j. Hardscape Details
- k. Planting Plan and Details
- l. Site Electrical Plans, Schedules, and Details

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

- m. Mechanical / Plumbing / Fire Protection Plans and Details
- n. Fiber Optics, Low Voltage, Security Plans, Schedules and Details
- o. Site furnishings plan.
- p. Project Manual (Specifications)

Permitting:

The design team will prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required for the following agencies:

1. St. Johns River Water Management District (SJRWMD) Permit- during the Design Development phase
2. City of Orlando Building Permit
3. Florida Department of Environmental Protection (FDEP) Potable Water and Wastewater Permits
4. Florida Department of Environmental Protection (FDEP) Notice of Intent (NOI) Permit

Meetings:

Perkins&Will will assist Turner with leading up to 12 (Twelve) meetings/conference calls with the City of Orlando to review the design, budgets and scheduling for the project.

Phase III- Downtown Corner Plaza (30 S Orange Avenue)

The City of Orlando seeks to activate the existing undeveloped downtown corner lot at the intersection of S. Orange Ave and W. Pine St. The existing lot is approximately 0.10 acres (4,350 square feet) and is flanked by two story unreinforced brick masonry bearing wall buildings on the north and west sides of the site. The project seeks to create a plaza which will include site retaining walls, stairs, benches, landscaping and lighting. The project budget for the project, inclusive of design fees, is \$6 million.

Phase III.A – Downtown Corner Plaza Community Engagement

The design team will lead up to two community engagement sessions for the project to confirm project goals and program. The goals, schedule, and process for these sessions will be developed with the City of Orlando. It is assumed that the community engagement sessions for the Downtown Corner Plaza site at 30 S Orange will happen in concert with the Lake Eola Gateway project. Meetings with key stakeholders will also be held to get their input on the proposed plans.

Phase III.B- Schematic Design

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

The design team will provide a Schematic Design package for the proposed plaza. The design team will review and comment on the preliminary cost estimate to be provided by Turner.

An allowance has been included for engagement with an artist to collaborate with the design team on the integration of public art with the design. It is assumed that any artist(s) engaged in the project would be contracted with after the schematic design phase. The design team will work with the city to select an artist or artists for the project.

The following deliverables will be provided:

1. Color rendered Illustrative site plan
2. Perspective renderings (up to 3)
3. Schematic Design package with the following components:
 - a) Conceptual Site Plan
 - b) Typical Sections
 - c) Conceptual Grading and Drainage Plans/Details
 - d) Conceptual Utility Plans/Details
 - e) Shade Trellis Architectural Plans, Sections, and Elevations
 - f) Hardscape Material Plan
 - g) Planting Plan
 - h) Narratives for the following disciplines
 - i. Structural
 - ii. Mechanical, Electrical, and Plumbing Engineering/
Telecommunications/Cameras
 - iii. Water feature engineer

A Design Development package with the following components will be provided:

- a) General Notes and Drawing Index
- b) Limits of Construction and Erosion Control Plans/Details
- c) Site Data and Plans/Details
- d) Typical Sections
- e) Grading and Drainage Plans/Details
- f) Utility Plans/Details
- g) Hardscape Material Plan
- h) Hardscape Details
- i) Planting Plan and Details
- j) Site Electrical Plans, Schedules, and Details
- k) Mechanical / Plumbing / Fire Protection Plans and Details
- l) Fiber Optics, Low Voltage, Security Plans, Schedules and Details
- m) Site furnishings plan.

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

Two Construction Documents packages (90% and 100%) will be provided with the following components:

- a) General Notes and Drawing Index
- b) Limits of Construction and Erosion Control Plans/Details
- c) Site Data and Plans/Details
- d) Typical Sections
- e) Grading and Drainage Plans/Details
- f) Utility Plans/Details
- g) Fire Access Plan
- h) Shade Trellis Architectural Plans, Sections, and Elevations
- i) Hardscape Material Plan
- j) Hardscape Details
- k) Planting Plan and Details
- l) Site Electrical Plans, Schedules, and Details
- m) Mechanical / Plumbing / Fire Protection Plans and Details
- n) Fiber Optics, Low Voltage, Security Plans, Schedules and Details
- o) Site furnishings plan.
- p) Project Manual (Specifications)

Meetings:

Perkins&Will will assist Turner with leading up to 10 (Ten) meetings/conference calls with the City of Orlando to review the design, budgets and scheduling for the project.

Permitting:

The design team will prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required for the following agencies:

1. St. Johns River Water Management District (SJRWMD) Permit- during the Design Development phase
2. City of Orlando Building Permit
3. Florida Department of Environmental Protection (FDEP) Potable Water and Wastewater Permits
4. Florida Department of Environmental Protection (FDEP) Notice of Intent (NOI) Permit

Expenses

The following direct expenses are assumed:

- Travel, accommodations, and meals
- Printing costs for boards for two community meetings

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

- All deliverables outside of boards for community meetings will be pdfs. No print deliverables for construction documents or schematic design plans are included.

Schedule:

- The scope of work outlined in this proposal will be completed within 6 months from the notice to proceed.

Fees:

Demolition of City Center- \$51,109.12

Lake Eola Gateway SD-CD - \$ 811,292.94

30 S Orange SD- CD - \$ 453,257.22

Total Labor Fee- \$ 1,315,659.28

Total Expenses- \$45,700

Total Fee (Lump Sum)- \$ 1,361,359.28

APPENDIX A

OPTIONAL SERVICES ITEMS

Fees:

Structural Assessment- \$23,334.88

Architectural and ADA Assessment (includes Matterport scan)- \$28,846.23

Restaurant Assessment- \$76,611.20

New Restaurant Schematic Design- \$209,703.40

Total Fee (Lump Sum)- \$ 338,495.71

**APPENDIX A
OPTIONAL SERVICE ITEMS
SUMMARY**

30 S. Orange & Lake Eola Gateway
City of Orlando
Concept Estimate - Assessment and Design - R3

Revised Estimate Date: 2/6/2026

ESTIMATE SUMMARY BY AREA OPTION APPENDIX				
UNIFORMAT CLASSIFICATION		Lake Eola Gateway	215 E. Central	TOTAL
		Cost	Cost	
2 Design Services - Options		\$338,496		\$338,496
2.1 Structural Assessment		\$23,335		\$23,335
2.2 Architectural and ADA Assessment		\$28,846		\$28,846
2.3 Restaurant Feasibility Assessment		\$76,611		\$76,611
2.5 New Restaurant Schematic Design		\$209,703		\$209,703
SUBTOTAL - DIRECT TRADE COST		\$338,496		\$338,496
6 Insurance and Bonding		\$16,268		\$16,268
6.1 Subcontractor Default Insurance	1.31%	N/A		\$0
6.2 Builders Risk Insurance	0.80%	\$3,084		\$3,084
6.3 General Liability Insurance	1.42%	\$5,474		\$5,474
6.4 Contractor Controlled Insurance Program	0.00%	\$0		\$0
6.5 Prof / Poll Liability, Cyber Insurances	1.00%	\$3,855		\$3,855
6.6 Payment and Performance Bond	1.00%	\$3,855		\$3,855
7 Escalation and Contingency		\$10,643		\$10,643
7.1 Design Contingency	0.00%	\$0		\$0
7.2 Estimating Contingency	0.00%	\$0		\$0
7.3 Escalation	0.00%	\$0		\$0
7.4 Phasing Premium	0.00%	\$0		\$0
7.5 Construction Contingency	3.00%	\$10,643		\$10,643
SUBTOTAL - DIRECT COSTS		\$26,911		\$26,911
8 CM Services		\$20,097		\$20,097
8.2 CM Fee	5.50%	\$20,097		\$20,097
CONSTRUCTION ESTIMATE TOTAL		\$385,504		\$385,504

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

Hourly Rate Tables:

(rate tables for each consultant are included in their proposals)

Structural assessment					
Position Category	Hours Required		Billable rates		Subtotal
Principal	0	X	\$296.64	=	\$0.00
Project Manager/Sr. LA	6	X	\$222.48	=	\$1,334.88
Landscape Architect	0	X	\$142.14	=	\$0.00
Architect	0	X	\$191.58	=	\$0.00
Designer	0	X	\$108.15	=	\$0.00
TOTAL HOURS	6		P&W FEE		\$1,334.88
			CONSULTANT FEES		
			TYLin		\$22,000.00
			TOTAL FEE		\$23,334.88

Architectural and ADA assessment (includes Matterport scan)					
Position Category	Hours Required		Billable rates		Subtotal
Principal	1	X	\$296.64	=	\$296.64
Project Manager/Sr. LA	9	X	\$222.48	=	\$2,002.32
Landscape Architect	0	X	\$142.14	=	\$0.00
Architect	1	X	\$191.58	=	\$191.58
Designer	1	X	\$108.15	=	\$108.15
TOTAL HOURS	12		P&W FEE		\$2,598.69
			CONSULTANT FEES		
			KMF		\$26,247.54
			TOTAL FEE		\$28,846.23

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

Restaurant Feasibility Assessment					
Position Category	Hours Required		Billable rates		Subtotal
Principal	12	X	\$296.64	=	\$3,559.68
Project Manager/Sr. LA	44	X	\$222.48	=	\$9,789.12
Landscape Architect	47	X	\$142.14	=	\$6,680.58
Architect	2	X	\$191.58	=	\$383.16
Designer	5	X	\$108.15	=	\$540.75

TOTAL HOURS **110** **P&W FEE** **\$20,953.29**

CONSULTANT FEES

KMF \$40,870.91

Fork In the Road \$6,495.00

SGM \$8,292.00

TOTAL FEE **\$76,611.20**

Demo of City Center					
Position Category	Hours Required		Billable rates		Subtotal
Principal	2	X	\$296.64	=	\$593
Project Manager/Sr. LA	20	X	\$222.48	=	\$5,933
Landscape Architect	0	X	\$142.14	=	\$0
Architect	4	X	\$191.58	=	\$569
Designer	0	X	\$108.15	=	\$0

TOTAL HOURS **26** **P&W FEE** **\$7,095.00**

CONSULTANT FEES

KMF \$19,994.12

Land Design \$24,020.00

TOTAL FEE **\$51,109.12**

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

New Restaurant SD				
Position Category	Hours Required		Billable rates	Subtotal
Principal	24	X	\$296.64	= \$7,119
Project Manager/Sr. LA	84	X	\$222.48	= \$18,688
Landscape Architect	85	X	\$142.14	= \$12,082
Architect	24	X	\$191.58	= \$4,598
Designer	40	X	\$108.15	= \$4,326
TOTAL HOURS	257		P&W FEE	\$46,814.00
CONSULTANT FEES				
KMF \$118,206.40				
TYLin \$5,200.00				
SGM \$11,078.00				
Fork in the Road \$11,985.00				
Land Design \$16,420.00				
TOTAL FEE \$209,703.40				

Lake Eola Gateway Documentation (SD-CD- excludes restaurant parcel)				
Position Category	Hours Required		Billable rates	Subtotal
Principal	179	X	\$296.64	= \$53,099
Project Manager/Sr. LA	382	X	\$222.48	= \$84,987
Landscape Architect	460	X	\$142.14	= \$65,384
Architect	260	X	\$191.58	= \$49,811
Designer	540	X	\$108.15	= \$58,401
TOTAL HOURS	1821		P&W FEE	\$311,682.00
CONSULTANT FEES				
KMF \$281,810.94				
TYLin \$22,500.00				
SGM \$93,068.00				
Solotech \$16,422.00				
Land Design \$81,810.00				
Hines \$4,000.00				
TOTAL FEE \$811,292.94				

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

30 S Orange Documentation (SD- CD)					
Position Category	Hours Required		Billable rates		Subtotal
Principal	58	X	\$296.64	=	\$17,205
Project Manager/Sr. LA	480	X	\$222.48	=	\$106,790
Landscape Architect	424	X	\$142.14	=	\$60,267
Architect	44	X	\$191.58	=	\$8,430
Designer	262	X	\$108.15	=	\$28,335
TOTAL HOURS	1268		P&W FEE CONSULTANT FEES		\$211,028.00
			KMF		\$10,812.22
			TYLin		\$46,425.00
			SGM		\$59,000.00
			Solotech		\$16,422.00
			Land Design		\$75,940.00
			Hines		\$4,000.00
			Aquatic Creations		\$29,630.00
			TOTAL FEE		\$453,257.22

Assumptions and Exclusions:

1. The following deliverables are assumed to be provided by Turner:
 - a. Boundary/topographic/tree survey (dwg format)
 - b. Geotechnical report including groundwater elevation estimates and permeability rates for drawdown.
 - c. Phase 1 ESA
2. Documentation for the Lake Eola Gateway Restaurant beyond Schematic Design is not included.
3. Construction administration services for scopes of work other than the demolition of the City Center building are not included.
4. The proposed sites are within Zone X per FEMA FIRM panels, which is an area of minimal flood hazard. Therefore, no FEMA permitting is assumed to be required for the proposed site development.
5. Major maintenance of traffic (MOT) plans (requiring permitting) are assumed to be provided by Turner.
6. Turner will provide checks for any applicable agency review fees.
7. No additional FDOT permitting is anticipated.
8. LEED, SITES, or other sustainable rating system documentation services are not included.
9. Easement plats are excluded from this scope of work.

Date: 1.22.2026

Re: Lake Eola
Gateway/Downtown Corner
Plaza proposal

10. The project scope will require various foundation conditions based on the parcel site requirements and site-specific conditions to be confirmed by a registered geotechnical engineer. Based on the proposed scope of work, the following foundation systems are anticipated:
 - a. Downtown Corner Plaza (30 South Orange Ave.)- Piles / Shallow Foundations
 - b. Eola Gateway Shallow Foundations
 - c. 215 E Central Blvd (Eola Gateway Grill) Shallow Foundations
11. If required by the owner, a qualified acoustic-vibration consultant will be hired by the owner to perform an analysis for the project and prepare a report that clearly indicates project-specific acoustic-vibration limitations (both due to internal and external excitations), requirements, and recommended mitigation methods.
12. Cost estimation will be provided by Turner Construction.
13. For the 30 South Orange site, foundations for elements adjacent to the property line and existing buildings are anticipated to be founded on deep pile supported foundations. Site retaining walls and planter walls offset from the adjacent existing buildings are anticipated to be founded on conventional shallow foundations. Time has been included for an initial site visit and site-evaluation to review the existing site conditions and conduct test pits adjacent to the existing buildings to the north and west to locate the existing adjacent building foundation size and elevation. Labor for digging proposed test pits will be provided by Turner. Based on the proximity of the proposed park to the adjacent buildings, underpinning of the existing building foundations is anticipated to support excavation of the new foundations based on the concept design included in the RFP. Design of underpinning will be performed by the underpinning contractor's delegated specialty engineer in accordance with parameters and requirements outlined by the geotechnical engineer.
14. Landmark Entry sign design is included in the proposed fee for Lake Eola Gateway. Directional, wayfinding signage, and park rules sign design is not included in the fee for either site.
15. No services other than those outlined above are included in this scope of work.



January 22, 2026

25-097R4

**Micah Lipscomb
Sr. Landscape Arch, Associate Principal
Perkins&Will
1315 Peachtree St NE
Atlanta, GA 30309**

**Subject: Professional Architectural Services - Orlando Parks - "Phase 1"
Lake Eola Gateway / 30 S. Orange**

Dear Micah,

Thank you for the opportunity for KMF Architects (hereinafter referred to as KMF) to offer this proposal for professional design services to Perkins&Will (hereinafter referred to as Perkins&Will or The Client) for the three park projects. Our total fee for the services outlined herein will be a lump sum in accordance with our separately agreed upon contract under separate cover, not yet signed as the date of this proposal. KMF understands that Perkins&Will is contracted to Turner Construction under a design-build contract. Turner is contracted to the City of Orlando.

KMF will provide architectural services, architectural historic preservation and project management. The work on this project requires the services of subconsultants of various trades, none of which are contracted to KMF Architects. KMF will coordinate with Perkins&Will consultants as required.

GENERAL

This letter order shall serve as a general agreement for professional services subject to the master (prime) contract and subject to the applicable laws and regulations of the jurisdictions in which the project is located.

PROJECT DESCRIPTION

The project is two separate projects, delivered under one contract. The current budget is \$18,000,000.00. KMF does not feel that this budget is adequate to deliver the requested scope.

Lake Eola Gateway:

New gateway entry to the park including demolition of the City Centre Building, renovation of 215 Central into a possible restaurant, and the associated park flat and vertical work.

30 S. Orange:

Pocket Park, scope shifting from RFP



SCOPE OF WORK - PROFESSIONAL SERVICES

KMF has met with Turner and Perkins&Will on multiple occasions to discuss scope, and phasing, which has evolved since the RFP. The following is our understanding of Phase 1 Scope.

Lake Eola Gateway:

1. Updated/Revised Concepts - Schematics
 - a. Eola Gateway (Priority)
 - i. Entry Design
 1. Updated Site Concepts - Support of Perkins&Will
 2. Full Construction Documents post schematic approval - Architecture, Vertical Construction. Not Landscape. - NO CA
 - ii. Demo of City Center
 1. Protection Package / Specs for 215 E. Central
 2. No Scope for Demo Set of the Main structure.
 - a. Clarity: KMF is not providing drawings or specifications regarding the demolition of the City Center bldg. itself. Rather providing specifications for protection of the neighboring structures.
 3. CA for demo of this project only.
 - iii. 215 E. Central - Assessment and Design
 1. Architectural and ADA Assessment
 - a. KMF will walk the interior and exterior of the building identifying deficiencies readily visible and will assess the magnitude of required repairs or replacement, as the house sits, for use as commercial / rental space.
 - b. KMF will meet with designated City Staff regarding the goals for the facility.
 - c. Prepare a report for items a and b above in line with reports that KMF has provided to City of Orlando in the past. See Walker Hendry / Maxey Houses.
 - d. Provide information for cost estimators to prepare an order of magnitude construction cost estimate.
 - i. Excluded: Per direction, historic assessment is specifically excluded.
 2. Restaurant Concept
 - a. Adaptive Reuse of the structure
 - i. On Site
 - ii. Relocation
 1. On Site
 2. Off Site
 - iii. Removal & New Concept (Concept for Restaurant Separate) - Discouraged
 - iv. Donation



iv. Matterport Scan

1. Interior and Exterior 3D Matterport Scan of 215 E. Central

30 S. Orange:

2. Updated/Revised Concepts - Schematics
 1. Updated Site Concepts - Support of Perkins&Will through Schematic.
 2. KMF as AOR for minimal architecture and required life safety. No vertical pumps or waterfalls are expected at this time. NO CA

New Restaurant - Ground Up Structure

3. Schematic Design Package (Roughly 30%)
 - a. Architecture and Interior Design Only - Coordinate with all other P+W Consultants
 - b. 80 People Inside, 40 Outside
 - c. Level of service is a "Hillstone" level of restaurant.
 - d. Assuming at least 4,000sf and \$6,000,000.00 budget.

DELIVERABLES

1. **Reports As Described. CD Package. DD, Pre Permit and Permit/Bidding Submittal**
 - o **Iv. Matterport Scan**
2. **Sketches and Site Work**
3. **Drawings in support**
4. **Schematic Design Package**
 - o **Floor Plans**
 - o **2-3 Exterior Renderings**
 - o **2 Interior Renderings**

OTHER

Deliverables expected to be concluded within **6 months of notice to proceed**. Construction is expected to be roughly **4 months** after receipt of demo permit. Extended schedule due to any reason on behalf of the owner may result in additional compensation to KMF.

COMPENSATION (Fee)

KMF proposes to provide the services outlined above for a Lump Sum Fee of **\$497,942.13**. A breakdown of which can be found on table A-2. Additional Services, if necessary, will be lump sum, hourly or as otherwise agreed by the parties.

KMF shall invoice the Client monthly or upon each deliverable per agreement. Payment shall be due within 30 days. KMF will send a notice of non-payment after thirty (30) days. Payments not received after forty-five (45) days shall cause KMF to cease work until such time all payments have been received.



PURSUANT TO SECTION 558.0035 F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF KMF ARCHITECTS LLC MAY NOT BE HELD LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

Thank you for the opportunity to work with Perkins&Will on this project. We are ready to start work within **20 business days** of notice to proceed.

Sincerely,
KMF Architects

Eric Kleinstuber, AIA
President

ATTACHMENTS

- Assumptions & Limitations
- Exclusions
- Table A-2: KMF Fees

Table A-2
Consultant Fee Breakdown
City of Orlando - RQS24-0486-2

KMF ARCHITECTS

1.a.i - Entry Design

POSITION CATEGORY	HOURS REQUIRED	BILLABLE RATE	SUB-TOTAL
Design Director	8	x \$346.15	= \$2,769.20
Principal Architect	80	x \$290.79	= \$23,263.20
Operations Director	8	x \$242.29	= \$1,938.32
Architect / Project Manager	400	x \$221.53	= \$88,612.00
Project / BIM Lead	480	x \$159.21	= \$76,420.80
Designer / Drafter	800	x \$110.76	= \$88,608.00
Accounting & Admin	2	x \$99.71	= \$199.42

SUB TOTAL HOURS

1778

SUB TOTAL FEE

\$281,810.94

1.a.ii - Demo of City Center - with CA

POSITION CATEGORY	HOURS REQUIRED	BILLABLE RATE	SUB-TOTAL
Design Director	1	x \$346.15	= \$346.15
Principal Architect	0	x \$290.79	= \$0.00
Operations Director	0	x \$242.29	= \$0.00
Architect / Project Manager	2	x \$221.53	= \$443.06
Project / BIM Lead	120	x \$159.21	= \$19,105.20
Designer / Drafter	0	x \$110.76	= \$0.00
Accounting & Admin	1	x \$99.71	= \$99.71

TOTAL HOURS

124

TOTAL FEE

\$19,994.12

1.a.iii. 1 - Architectural and ADA Assesment

POSITION CATEGORY	HOURS REQUIRED	BILLABLE RATE	SUB-TOTAL
Design Director	4	x \$346.15	= \$1,384.60
Principal Architect	0	x \$290.79	= \$0.00
Operations Director	1	x \$242.29	= \$242.29
Architect / Project Manager	24	x \$221.53	= \$5,316.72
Project / BIM Lead	56	x \$159.21	= \$8,915.76
Designer / Drafter	32	x \$110.76	= \$3,544.32
Accounting & Admin	2	x \$99.71	= \$199.42

TOTAL HOURS

119

TOTAL FEE

\$19,603.11

1.a.iii. 2 - Restaurant Concept

POSITION CATEGORY	HOURS REQUIRED		BILLABLE RATE		SUB-TOTAL
Design Director	8	x	\$346.15	=	\$2,769.20
Principal Architect	40	x	\$290.79	=	\$11,631.60
Operations Director	1	x	\$242.29	=	\$242.29
Architect / Project Manager	40	x	\$221.53	=	\$8,861.20
Project / BIM Lead	80	x	\$159.21	=	\$12,736.80
Designer / Drafter	40	x	\$110.76	=	\$4,430.40
Accounting & Admin	2	x	\$99.71	=	\$199.42

TOTAL HOURS

211

TOTAL FEE

\$40,870.91

1.a.iv - Matterport Scan

POSITION CATEGORY	HOURS REQUIRED		BILLABLE RATE		SUB-TOTAL
Design Director	0	x	\$346.15	=	\$0.00
Principal Architect	0	x	\$290.79	=	\$0.00
Operations Director	1	x	\$242.29	=	\$242.29
Architect / Project Manager	16	x	\$221.53	=	\$3,544.48
Project / BIM Lead	0	x	\$159.21	=	\$0.00
Designer / Drafter	24	x	\$110.76	=	\$2,658.24
Accounting & Admin	2	x	\$99.71	=	\$199.42

TOTAL HOURS

43

TOTAL FEE

\$6,644.43

2. 30 S. Orange

POSITION CATEGORY	HOURS REQUIRED		BILLABLE RATE		SUB-TOTAL
Design Director	1	x	\$346.15	=	\$346.15
Principal Architect	4	x	\$290.79	=	\$1,163.16
Operations Director	1	x	\$242.29	=	\$242.29
Architect / Project Manager	40	x	\$221.53	=	\$8,861.20
Project / BIM Lead	0	x	\$159.21	=	\$0.00
Designer / Drafter	0	x	\$110.76	=	\$0.00
Accounting & Admin	2	x	\$99.71	=	\$199.42

SUB TOTAL HOURS

48

SUB TOTAL FEE

\$10,812.22

3. New Restaurant Design - Schematics

POSITION CATEGORY	HOURS REQUIRED		BILLABLE RATE		SUB-TOTAL
Design Director	40	x	\$346.15	=	\$13,846.00
Principal Architect	40	x	\$290.79	=	\$11,631.60
Operations Director	8	x	\$242.29	=	\$1,938.32
Architect / Project Manager	120	x	\$221.53	=	\$26,583.60
Project / BIM Lead	120	x	\$159.21	=	\$19,105.20

Designer / Drafter	400	x	\$110.76	=	\$44,304.00
Accounting & Admin	8	x	\$99.71	=	\$797.68
SUB TOTAL HOURS		736	SUB TOTAL FEE		\$118,206.40
TOTAL HOURS		2323	TOTAL FEE		\$497,942.13

PROJECT: City of Orlando Parks - "Phase 1"

DATE: January 22, 2026

"Position Category Billable Rates" do not exceed a 3.0 multiplier

Revised 17 November 2025

Revised 11 December 2025

Dear Micah,

Thank you for inviting TYLin to submit a proposal for structural engineering services for the Lake Eola Gateway Entrance and Pocket Park at 30 South Orange Ave projects in downtown Orlando, Florida. Our proposal is based on the RFP, correspondence, documents received on April 29, 2025, and additional conversations with Perkins + Will on/of November 7, 2025. We understand that the project is to consist of the development of various parcels in the Lake Eola area of Downtown Orlando. The project will consist of the following scopes of work:

Lake Eola Gateway Entrance

The Lake Eola Gateway Entrance project is intended to create a new open entrance to Lake Eola Park off E. Central Blvd and create expanded amenities for the community. The Lake Eola Gateway Entrance project is proposed to be split into three phases with a combined total budget inclusive of design and construction fees is to be \$12 million. The scope of work for each of the phases are as follows:

Phase IA – 205 E Central Building Demolition

Phase I of the project will include the demolition of the existing City Centre Building located at 205 E Central Blvd in Orlando, Florida located at the south-west corner of Lake Eola Park. The building structure, inclusive of foundations and slab on grade as defined in the RFP are to be demolished to accommodate the future Eola Gateway Entrance (Phase II) and expansion and renovation of the Lake Eola Grill (Phase III). As no components of the existing building are to be salvaged or incorporated into a future structure, there is no anticipated structural work associated with this phase of the project.

Phase IB – 215 E Central Building Expansion and Renovation

Phase IB of the project seeks to conduct a conditions assessment and analysis of the existing historic building located at 215 E Central Blvd (Gateway) building and provide conceptual design services for the expansion and renovation to increase the space and infrastructure for a 100-120 patron restaurant with exterior covered seating and/or second floor service areas. The renovation will also include improvements to the surrounding landscape and site lighting to provide a more functional and safer environment for patrons and the community. The existing building, per information provided in the RFP, is an unreinforced masonry structure with wood framed floors and roof supporting clay tile. The project will be conducted in multiple phases as follows:

• Phase IB.1 – Building Condition Assessment

The initial phase of work will include conducting a visual conditions assessment of the existing building structure. TYLin has assumed time for (2) engineers on-site for (1) day to document and observe the existing building. TYLin will review any existing building plans, permits, inspections reports, inspection reports, maintenance records, and other relevant drawings to inform the building history and condition. The conditions assessment does not include any destructive testing and/or investigation in the form of probes, test pits, or material sampling / testing.

- **Phase IB.2 – Relocation Study & Feasibility**

The City of Orlando would like to investigate the feasibility of relocating the existing building to a new site within the Lake Eola District to improve site lines from E Central Blvd and S Rosalind Ave to the lakefront park. TYLin will provide a narrative noting the feasibility and requirements for relocating the existing structure to a new location along the lakefront. Narrative description will define requirements for new foundations and concepts for temporary shoring / bracing of the existing structure required to relocate the existing building. Structural design services for the design and specification of new foundations and temporary bracing measures are not included within the scope of work.

The City has asked the design build team to provide cost estimates for construction of a new restaurant in-lieu of relocating or renovating the existing building. Turner Construction will provide rough order of magnitude (ROM) pricing for a new building based on square footage costs. TYLin has excluded any scope associated with schematic design of a new restaurant building.

- **Phase IB.3 – Assessment Report & Analysis**

Findings from the initial conditions assessment will be summarized in a conditions assessment report along with identification of any found structural deficiencies and structural recommendations for repair. Conditions assessment report will include preliminary evaluation of the existing building structure as it pertains to the scope of the proposed renovation including limitations based on the existing structural capacity, additional destructive testing / investigation required to advance the design, potential impacts to the existing roof, floor and foundation assemblies of the existing structure associated with the proposed renovation. TYLin will review preliminary cost estimates for repair and improvement recommendations included in the assessment report.

Structural services for detailed design (Design Development through Construction Documents) and Construction Administration for the renovation of the existing building are not included in the proposed scope of work. Detailed design services will be provided at the completion of Phase I.3 at which point the scope and direction of the renovation will be determined in accordance with the RFP.

- **Add-Alt Phase IB.4 – Schematic Design for New Restaurant Building**

The design team has been asked to provide an Add-Alternate scope for developing a schematic design for a new approximately 4,000 square foot 120-seat restaurant to replace the existing building at either the current location or adjacent parcel. The restaurant will provide indoor seating for 80 patrons with an additional outdoor seating area to accommodate an additional 40 patrons. TYLin will develop a schematic design basis of design narrative and supplemental sketches defining options for the main building gravity and lateral force resisting systems. Recommendations for foundation systems to support the new building will be provided by the geotechnical engineer and incorporated to the schematic design narrative.

Phase II - Eola Gateway Entrance

Phase II of the project aims to activate the southwest corner of Lake Eola Park as expressed by the removal of the City Centre Building with a new shaded gateway structure, bollards, landscape, sight lighting, planting areas, benches, and an EOLA marque sign. Based on preliminary concepts of the shade structure provided by P+W, TYLin understands that the structure will consist of custom steel elements with integrated benches supported on conventional shallow foundations. TYLin will provide the design of the custom steel framed shade element and foundations. Structural scope will include the design of ramps and stairs on grade as applicable, and any site planter and/or retaining walls. Foundations supporting the Lake Eola Gateway Entrance are anticipated to be conventional shallow foundations. The RFP notes the requirement for crash bollards to be integrated into the site design at the new entrance to Lake Eola Park. The crash bollards and foundations are to be a pre-manufactured tested assembly rated for vehicle impact. Design and/or specification of custom bollards and foundations is excluded from the scope of work.

Phase III - 30 S. Orlando Pocket Park

The City of Orlando seeks to activate the existing undeveloped downtown corner lot at the intersection of S. Orange Ave and W. Pine St. The existing lot is approximately 0.10 acres (4,350 square feet) and is flanked by two story unreinforced brick masonry bearing wall buildings on the north and west sides of the site. The project seeks to create a small park for the local community which will include site retaining walls, benches, overhead site lighting, and a water feature which is anticipated to be a water fall structure on a cantilevered concrete wall on the north side of the site adjacent to the existing building. Structural design services include the design of the following landscape sight elements: retaining and planter walls and foundations, site light pole foundations, catenary lighting cables and supports, stairs and ramps on grade, a cantilevered concrete wall for the water feature, and a below grade cast-in-place concrete utility vault for the water feature equipment. Foundations for elements adjacent to the property line and existing buildings are anticipated to be founded on deep pile supported foundations. Site retaining walls and planter walls offset from the adjacent existing buildings are anticipated to be founded on conventional shallow foundations. Time has been included for an initial site visit and site-evaluation to review the existing site conditions and conduct test pits adjacent to the existing buildings to the north and west to locate the existing adjacent building foundation size and elevation. Labor for digging proposed test pits will be provided by the GC. Based on the proximity of the proposed park to the adjacent buildings, underpinning of the existing building foundations is anticipated to support excavation of the new foundations. Design of underpinning will be performed by the underpinning contractor's delegated specialty engineer in accordance with parameters and requirements outlined by the geotechnical engineer. The project budget for the Pocket Park, inclusive of design fees, is \$6.5 million.

Schedule

The following schedule is based on information provided in the RFP, and are complete schedules from NTP to substantial completion of construction:

30 South Orange Ave	18 months
Lake Eola Gateway 215 E Central Building Eola Gateway Grill	24 months

Fee

Based on the project description above and the scope of services outlined in the following pages, TYLin's proposed fee is allocated to the following phases:

Phase I – 215 E Central Blvd Expansion and Renovation

Building Condition Assessment	\$22,000
<u>New Restaurant Schematic Design</u>	<u>\$5,200</u>
SUB TOTAL	\$27,200

Phase II – Eola Gateway Entrance

Schematic Design (SD)	\$4,500
Design Development (DD)	\$7,500
Construction Documents (CD)	\$10,500
<u>Construction Administration (CA)</u>	<u>\$7,500</u>
SUB TOTAL	\$22,500

Phase III – 30 South Orange Ave

Site Investigation / Concept Design	\$3,095
Schematic Design (SD)	\$9,285
Design Development (DD)	\$15,475
Construction Documents (CD)	\$18,570
<u>Construction Administration (CA)</u>	<u>\$15,475</u>
SUB TOTAL	\$46,425

TOTAL	\$96,125
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Reimbursable Expenses

TYLin shall be reimbursed at 1.1 times cost for the following expenses: reproduction, travel, messenger and courier service, and postage including overnight shipping costs.

SCOPE OF SERVICES

TYLin will provide the following scope of services.

Schematic Design

- Review documentation related to the existing building provided by the Client, including existing framing plans, geotechnical reports, or other documents pertaining to the existing structure.
- Prepare a probe package including locations and descriptions of probes.
 - The Client will hire a contractor directly to make the probes and restore finishes to their satisfaction.
 - Once the probes have been made, TYLin will document the probes and prepare a brief report summarizing our findings.
- Perform a structural code analysis to determine relevant and applicable code provisions related to structure, including upgrades to the existing structural system to comply with code requirements for wind, seismic and other provisions.
- Collaborate with the Owner, Architect, and other design team members to determine appropriate structural systems, including alternates.
- Attend meetings and participate in conference calls and video conferences as required.
- Consult with other design team consultants under the direction of the Architect or Prime Consultant.
- Perform necessary structural design calculations in accordance with the applicable building code.
- Review and comment on cost estimates and construction schedules produced by others.
- Prepare a Basis of Design (BOD) document that will include a narrative description of the proposed structural system(s) for the project, and the following:
 - Structural design parameters
 - Building code provisions including anticipated live loads based on occupancies provided by the Architect
 - Wind and seismic design parameters
 - Serviceability limitations such as inter-story and total building drift due to wind and seismic loads, gravity member deflection limitations, and anticipated façade support parameters
- Upon completion of Schematic Design, TYLin and the Architect will agree to the parameters and provisions outlined in the BOD, including the applicable building code under which the project will be filed.

Design Development

- Update the BOD based on design advancement.
- Perform necessary structural design calculations in accordance with the applicable building code.
- Prepare structural documents, including framing plans, representative details, general notes, and outline specifications.
- Attend design meetings and participate in conference calls and video conferences as required
- Coordinate with other design team consultants under the direction of the Architect or Prime Consultant.
- Review and comment on cost estimates and construction schedules produced by others.

Construction Documents

- Perform necessary structural design calculations in accordance with the applicable building code.
- Prepare Construction Documents including framing plans, details, and material specifications (as clarified below).

- Assist with the sizing of miscellaneous metals elements such as stair stringers, railings, and stanchions.
 - The documentation (drawings, details, and specifications) of these elements shall be by the Architect or others.
 - The ultimate responsibility for this documentation will be taken by the sub-contractor's engineer.
- Attend design coordination meetings and participate in conference calls and video conferences as required.
- Coordinate with other design team consultants under the direction of the Architect or Prime Consultant.
- Review and comment on cost estimates and construction schedules produced by others.

Bidding and Negotiation

- ~~Assist the Owner, Owner's Representative and/or Construction Manager with the leveling of bids from contractors and sub-contractors.~~
- ~~Respond to requests for information (RFIs) from bidders.~~
- ~~Issue bid clarification documents as required.~~
- ~~TYLin's fee assumes one round of bidding. If multiple rounds of bidding are performed, TYLin's services as outlined above shall be additional services after the first round of bidding and shall be invoiced on a timecard basis in accordance with our standard hourly rates.~~

Construction Administration

- ~~Review structural submittals and shop drawings.~~
- ~~Respond to contractor requests for information (RFIs).~~
- ~~Prepare clarification sketches.~~
- ~~Make site visits to observe general conformance with the Construction Documents. Site visits are allocated to each of the projects phases / locations as follows:~~
 - ~~30 South Orange Ave (Pocket Park)~~ 1 site visit(s)
 - ~~205 E Central Blvd (City Center)~~ 0 site visit(s)
 - ~~Eola Gateway~~ 1 site visit(s)
 - ~~215 E Central Blvd (Eola Gateway Grill)~~ 2 site visit(s)
- ~~When requested in writing by the Architect, Contractor, or Owner, additional site visits will be provided on a timecard basis at TYLin's standard hourly rates.~~
- ~~Attend construction meetings as needed. TYLin's regular attendance at weekly construction meetings will not be required.~~

Specifications

- ~~TYLin will provide specifications for structural trades only where they are the primary author (cast-in-place concrete, structural steel, metal decking, steel decking).~~
- ~~TYLin will review and edit specifications of other trades with structural content or requirements (miscellaneous metals, unit masonry, cold-formed steel, earthwork, etc.).~~
- ~~Where specialty specifications are required, as a result of recommendations by others (e.g. the geotechnical consultant recommends a specialty foundation system), the specification will be provided by others for review and coordination amongst the team.~~
- ~~Where appropriate, the team will author specifications for delegated design of specialized trades (metal stairs, curtain wall, underpinning, etc.).~~

- In such cases, TYLin will be provided with a specification and will provide the required edits and engineering data to allow the contractor to successfully complete our work.

Building Information Modeling (BIM)

- TYLin will be using BIM (Revit Structure) to prepare documents for the project and will be an active participant in establishing the BIM Execution Plan (BEP). The BEP will outline the ownership in each stage and the use of model exchange logs, coordination meetings, and clash detection with Revit or Navisworks to identify design conflicts.
- Where structural elements are modelled based on limited field information, these elements will be associated with a Level of Development (LOD) definition that indicates the level of accuracy associated with the field measurements. This will allow the design to be developed with the understanding that subsequent field measurements are taken in areas where coordination tolerances are critical.

ASSUMPTIONS

The following assumptions apply to our scope of work.

- TYLin has not performed a comprehensive or detailed survey of the existing conditions. We have not included base building repairs in our scope of services, except as noted above. Similarly, redesign due to unforeseen field conditions that are different than those indicated on available existing documents or from those reasonably assumed by the design team is also excluded. If conditions are uncovered during the design or construction phases that necessitate structural repairs, the design and documentation of those repairs will be considered an additional service. TYLin is not responsible for construction cost or schedule impacts of such conditions.
- Design services will be completed no more than twelve months after contract authorization, and construction will proceed without delay upon the completion of the CDs. In addition, substantial completion of the primary structure will be completed no more than twelve months after completion of the CDs.
- Project delivery will follow a traditional design-bid-build sequence and does not include early-release bid packages such as foundations or structural steel, or design-build or design-assist deliveries.
- A qualified code consultant will be performing the code analysis for the project and will advise TYLin and others on the team of any areas requiring coordination of assumptions, compliance methods, etc.
- If required by the owner, a qualified acoustic-vibration consultant will be hired by the owner to perform an analysis for the project and prepare a report that clearly indicates project-specific acoustic-vibration limitations (both due to internal and external excitations), requirements, and recommended mitigation methods.
- The project scope will require various foundation conditions based on the parcel site requirements and site-specific conditions to be confirmed by a registered geotechnical engineer. Based on the proposed scope of work, the following foundation systems are anticipated:
 - 30 South Orange Ave (Pocket Park) Piles / Shallow Foundations
 - Eola Gateway Shallow Foundations
 - 215 E Central Blvd (Eola Gateway Grill) Shallow Foundations
- Except where noted above, the project does not include the structural design or documentation of landscape or site structures outside the footprint of the building, unless specifically outlined in the scope of work above.

- The Architect or a sub-consultant to the Architect (other than TYLin) shall design and document all building enclosures and waterproofing, including roofing and foundation waterproofing.
- The Architect or a sub-consultant to the Architect (other than TYLin) shall design and document all façade elements including storefronts, curtainwalls, and other cladding materials.
- Unless otherwise stated explicitly above, the design and documentation of the project will consist of a single phase of construction. Division of the work into multiple phases, whether for purposes of filing with the agency/agencies having jurisdiction, or for purposes of bidding or construction, is not included.
- Underpinning and support of excavation (SOE), if required, will be designed by others.
 - The means and methods of construction are integral to the design of underpinning and SOE; therefore, it is frequently designed by the foundation sub-contractor's engineer.
 - When required by the Department of Buildings to attain project approval (i.e. it must be included in the design phase prior to a foundation sub-contractor being retained), the design and documentation of underpinning or SOE will be provided by the Architect's or Client's geotechnical engineer.
- Any re-design or value-engineering required to bring the project within budget will occur before the commencement of the Construction Documents (CD) phase of design (i.e. during Schematic Design or Design Development).
- Significant design changes occurring after the start of CDs shall be an additional service for which TYLin shall be reasonably compensated.
- Structural services associated with the existing building located at 215 E Central Blvd are limited to performing a conditions assessment of the existing structure and recommendations for improvement / repair / retrofit associated with the concept plan for the expansion and renovation of the building. Structural design services for the documentation and development of such improvements and repairs is not included in the scope of work.

EXCLUSIONS

The following exclusions apply to TYLin's scope of services:

- Code consulting
- Special inspections
- Laboratory testing
- Cost estimating
- Geotechnical engineering and borings
- Expediting services
- *Design services for a new restaurant building to replace the existing structure at 215 E Central Blvd Expansion and Renovation.*
- *Design services for temporary bracing and new foundations associated with the relocation of the existing structure at 215 E Central Blvd. Scope of work is limited to feasibility study and narrative description of requirements for relocating the existing building.*
- *All services are limited to Schematic Design. Additional services for Design Development through Construction Administration will be provided after the acceptance of the Schematic Design deliverable by the City of Orlando.*
- Labor for making or patching probes
- Value-engineering work based on market forces beyond our control
- Design of all means-and-methods of construction, including temporary structures such as sheeting, shoring, bracing, support of excavation and underpinning

- Construction costs or schedule impacts caused by redesigns, due to unforeseen conditions
- Design and/or specification of crash rated bollards and foundations
- Structural engineering services for the detailed design of the building renovation at 215 E Central Blvd. Scope of services currently limited to conditions assessment and concept design.
- Design of pre-engineered aluminum or pre-engineered metal shade structures
- Field investigation and redesign due to contractor error
- Any services not expressly detailed in this proposal are excluded and would be considered additional services.

STANDARD HOURLY RATES

Senior Principal	\$625.00	Project Engineer	\$160.00
Principal	\$340.00	Engineer	\$140.00
Senior Associate	\$270.00	BIM Manager	\$195.00
Associate	\$235.00	Senior BIM Technician	\$170.00
Senior Project Engineer	\$215.00	BIM Technician	\$140.00
Senior Engineer	\$175.00	Administrative	\$120.00

Hourly rates are subject to escalation of 3% per year



DECEMBER 9, 2025

LAKE EOLA RESTAURANT
PERKINS & WILL
LandDesign PN: 8125080B

SCOPE OF SERVICES

LandDesign understands that Perkins & Will (CLIENT) will be the prime design partner on the design-build team led by Turner Construction who will construct the Lake Eola Gateway Restaurant project through the City of Orlando. The proposed site is located on the southwest corner of Lake Eola Park in downtown Orlando along Central Boulevard. An existing building is located on the current site, which was previously being considered for preservation/restoration. This proposal assumes the existing building will be removed and replaced by a new higher end table service restaurant seating between 80-120 people.

The following paragraphs describe the civil engineering scope of work to be provided under this proposal.

I. SCHEMATIC DESIGN/30% DESIGN (APPROX. 2 MONTHS)

PHASE 200

LandDesign shall prepare Schematic Design level civil engineering documents to help develop a construction budget for the restaurant project listed above. The deliverable will include:

1. Conceptual Site Plan
2. Typical Sections
3. Conceptual Grading and Drainage Plans/Details
4. Conceptual Utility Plans/Details

Eight (8) weekly one-hour coordination meetings with the design and construction team are included for the duration of this design phase, to be attended by the civil engineering project manager.

The following deliverables will be provided by other team members and will be used to support the Schematic Design:

- Boundary/topographic/tree survey;
- Geotechnical report;
- Phase I ESA.

LandDesign will coordinate site elements such as fire protection (PIV's, FDC's), landscaping, electrical equipment and light poles with the CLIENT's other consultants.

CLARIFICATIONS

Clarifications to LandDesign's proposal are noted as follows:

1. All plan and detail drawings provided by LandDesign shall be drawn on bases approved and provided by the Client or their Consultant, (i.e., surveyor).
2. It is understood that "Boiler-Plate" General Condition specifications (Divisions 0 & 1) for construction will be provided by the Client or City.
3. The design of off-site transportation improvements such as turn lanes and traffic signals or utility extensions beyond the property frontage is not included in this proposal and can be coordinated when appropriate, if required by the City.
4. A boundary and topographic survey to be used for design will be provided by others in Autocad format.
5. Any required site lighting design (photometric) and/or electrical engineering/wiring design shall be by others.
6. Structural engineering for light pole foundations, retaining walls, fencing, monument signage and any other site features shall be by others. Coordination on these design elements is included.
7. Geotechnical Engineering, including groundwater elevation estimates and permeability rates for drawdown, will be provided by others.
8. Client will provide building footprints and associated features in .dwg/.rvt format for use in preparing the construction plans.
9. The building's plumbing engineer will provide the required building water, wastewater and grease service line sizes and flows. The building fire suppression engineer will provide the required building fire line size and flow.
10. The proposed site is within Zone X per FEMA FIRM panels, which is an area of minimal flood hazard. Therefore, no FEMA permitting is assumed to be required for the proposed site development.
11. Major maintenance of traffic (MOT) plans (requiring permitting) are not assumed to be required due to the location of the construction site. If any are required, it is assumed that they will be provided by the site contractor.
12. Any required easements will be prepared by a Client secured surveyor.
13. The Client will provide checks for any applicable agency review fees.
14. No additional FDOT permitting is anticipated.

ADDITIONAL SERVICES

Additional services shall be provided only when authorized in writing by the Client and shall be paid for by the Client as hereinafter provided. Any work required in addition to that outlined under Scope of Services or additional work requested by the Client, but not required to secure regulatory agency permits, will be billed on an hourly basis according to the attached rate schedule or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Change of Scope of Services.
2. Changes required due to contractor error during construction.
3. Design modifications required by Client after design development phase is complete.
4. Wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers.
5. Environmental Assessments, if required.
6. Assistance with acquiring easements, if required.
7. Soil borings including soft dig as necessary.
8. Condemnation Maps / Exhibits / Plats.

CONTRACT FEE SUMMARY

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
Schematic Design	200	\$16,320
Expenses	EXP	\$100
Total		\$16,420

Any additional services beyond those outlined herein shall be billed hourly according to the hourly rate schedule or shall be outlined under a separate proposal. In addition to the professional fees, LandDesign shall be reimbursed for all out-of-pocket expenses (i.e., postage, travel, long distance telephone calls / faxes, handling and reproduction of drawings, courier services, photography, etc.).

Lake Eola Restaurant Civil Engineering

Task Description	CIVIL ENGINEERING					Expenses	Total Hours
	Partner	Studio Leader	Sr. Designer	Designer			
Labor Rate	\$ 300.00	\$ 210.00	\$ 160.00	\$ 130.00			
Eola Gateway Restaurant							
Phase 210 - Schematic Design - CE (2 Months)							
Design	4	4	30	60		98	
Meetings (8-1 hr)		8				8	
Subtotal	4	12	30	60		106	\$ 16,320.00
Expenses					\$100		\$ 100.00
GRAND TOTAL	4	12	30	60	\$100	106	\$ 16,420.00



JANUARY 20, 2026

LAKE EOLA GATEWAY ENTRY
PERKINS & WILL
LandDesign PN: 8125080

SCOPE OF SERVICES

LandDesign understands that Perkins & Will (CLIENT) will be the prime design partner on the design-build team led by Turner Construction who will construct the Lake Eola Gateway Entry project through the City of Orlando. The proposed site is located on the southwest corner of Lake Eola Park in downtown Orlando and consists of two main phases:

1. Demolition of the existing City Centre building at 205 East Central Blvd.
2. Construction of a new plaza on the corner to serve as a Gateway Entrance to the greater park. The plaza will include a shade covered entry, landscaping, protective bollards, and marquee signage.

The renovation of an existing building and/or construction of a new restaurant adjacent to the project area is included in a separate proposal.

The following paragraphs describe the civil engineering scope of work to be provided under this proposal.

I. CONSTRUCTION DOCUMENTS – DEMO (APPROX. 2 MONTHS)

PHASE 400

LandDesign shall prepare documents suitable for demolition construction of the project, which will be permitted in a separate early package. The engineering plans will be prepared and designed in accordance with St. Johns River Water Management District, City of Orlando and Florida Department of Environmental Protection (FDEP) criteria.

Eight (8) weekly one-hour coordination meetings with the design and ownership team are included for the duration of this design phase, to be attended by the civil engineering project manager.

The following sheet series are anticipated:

1. General Notes
2. Limits of Construction and Erosion Control Plan/Details
3. Demolition Plan
4. Tree Removal Plan (using information provided by Client)

Permitting

LandDesign will prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required by agencies/municipalities. Any revisions required during the review processes listed below are included in the scope of work. The following permits will be processed during this design phase:

1. City of Orlando Building Permit

LandDesign will prepare plans and calculations for construction plan review. Information will be submitted to the CLIENT for submittal to the City and LandDesign will coordinate with all other applicable departments through the review process. The project's general contractor will assume the permit once approved.

II. CONSTRUCTION ADMINISTRATION – DEMO

PHASE 500

LandDesign shall provide construction administration support services to assure conformance of the actual construction with the construction documentation for the demolition phase of the project. This includes:

- Review of shop drawings, submittals, and requests for information.
- Site visits to the project site to assure overall compliance with the construction documentation and the design intent of the civil engineering and area development scopes of work, as needed and/or requested.
- Attendance at jurisdictional site reviews, inspections, testing of any design under this scope of work, as required.
- Review of contractor provided as-built survey information, providing comments.
- Use as-built survey information to close out permits.
- Attendance at up to Eight (8) bi-weekly OAC (Owner, Contractor, Architect) one-hour coordination meetings, to be attended by the lead designer from each discipline.

The submitted fee for this phase has been estimated based on anticipated effort. If the selected site contractor requires more support than budgeted, LandDesign will contact the CLIENT as early as possible about additional fees or reduction of scope.

III. SCHEMATIC DESIGN/30% DESIGN (APPROX. 2 MONTHS)

PHASE 210

LandDesign shall prepare Schematic Design level civil engineering documents to help develop a construction budget for the Phase 2 Gateway project listed above. The deliverable will include:

1. Conceptual Site Plan
2. Typical Sections
3. Conceptual Grading and Drainage Plans/Details
4. Conceptual Utility Plans/Details

Eight (8) weekly one-hour coordination meetings with the design and construction team are included for the duration of this design phase, to be attended by the civil engineering project manager. LandDesign will coordinate site elements such as fire protection (PIV's, FDC's), landscaping, electrical equipment and light poles with the CLIENT's other consultants. The following deliverables will be provided by other team members and will be used to support the Schematic Design:

- Boundary/topographic/tree survey;
- Geotechnical report;
- Phase I ESA.

IV. DESIGN DEVELOPMENT/60% DESIGN (APPROX. 3 MONTHS)

PHASE 310

LandDesign shall prepare Design Development level documents for the construction of the Gateway site. The sheet series from the Schematic Design submittal will be further refined and documented at a smaller scale. Expected sheet series will consist of the following:

1. General Notes and Drawing Index
2. Limits of Construction and Erosion Control Plans/Details
3. Site Data and Plans/Details
4. Typical Sections
5. Grading and Drainage Plans/Details
6. Utility Plans/Details
7. Fire Access Plan

Twelve (12) weekly one-hour coordination meetings with the design and construction team are included for the duration of this design phase, to be attended by the civil engineering project manager.

Permitting

LandDesign will prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required by agencies/municipalities. Any revisions required during the review processes listed below are included in the scope of work. The following permits will be processed during this design phase:

1. St. Johns River Water Management District (SJRWMD) Permit

When appropriate, a pre-application meeting will be requested through SJRWMD. Once requirements are understood and design has progressed to a 60% level, an ERP application for onsite stormwater quantity storage and water quality treatment will be prepared and submitted to SFWMD for approval. Plans, applications and calculations will be included in the submitted package.

V. CONSTRUCTION DOCUMENTS/90% DESIGN (APPROX. 4 MONTHS) PHASE 410

Based on the approved Design Development drawings/budgets, LandDesign shall prepare documents suitable for construction and permitting of the project. The engineering plans will be prepared and designed in accordance with South Florida Water Management District, City of Orlando and Florida Department of Environmental Protection (FDEP) criteria. The sheet series used in the Design Development submittal will be further refined. Any phasing needed for staged turnover will be shown on the plans submitted to the Building Department but delivered in a single set of construction plans.

Fifteen (15) weekly one-hour coordination meetings with the design and ownership team are included for the duration of this design phase, to be attended by the civil engineering project manager.

Permitting

LandDesign will prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required by agencies/municipalities. Any revisions required during the review processes listed below are included in the scope of work. The following permits will be processed during this design phase:

1. City of Orlando Building Permit

LandDesign will prepare plans and calculations for construction plan review. Information will be submitted to the CLIENT for submittal to the City and LandDesign will coordinate with all other applicable departments through the review process. The project's general contractor will assume the permit once approved.

2. Florida Department of Environmental Protection (FDEP) Potable Water and Wastewater Permits

LandDesign will submit the necessary applications to the City of Orlando and Orlando Utilities Commission (OUC) for review and signature during the Engineering Permit review process. Once signed, the applications will be submitted to FDEP for approval.

3. Florida Department of Environmental Protection (FDEP) Notice of Intent (NOI) Permit

LandDesign will prepare a Stormwater Pollution Protection Plan (SWPPP) and secure a Notice of Intent (NOI) through FDEP's National Pollutant Discharge Elimination System (NPDES) program.

Deliverables: 90% Construction Documents, 100% Construction Documents, Specifications

CLARIFICATIONS

Clarifications to LandDesign's proposal are noted as follows:

1. All plan and detail drawings provided by LandDesign shall be drawn on bases approved and provided by the Client or their Consultant, (i.e., surveyor).
2. It is understood that "Boiler-Plate" General Condition specifications (Divisions 0 & 1) for construction will be provided by the Client or City.
3. The design of off-site transportation improvements such as turn lanes and traffic signals or utility extensions beyond the property frontage is not included in this proposal and can be coordinated when appropriate, if required by the City.
4. A boundary and topographic survey to be used for design will be provided by others in Autocad format.
5. Any required site lighting design (photometric) and/or electrical engineering/wiring design shall be by others.
6. Structural engineering for light pole foundations, retaining walls, fencing, monument signage and any other site features shall be by others. Coordination on these design elements is included.
7. Geotechnical Engineering, including groundwater elevation estimates and permeability rates for drawdown, will be provided by others.
8. Client will provide building footprints and associated features in .dwg/.rvt format for use in preparing the construction plans.
9. The building's plumbing engineer will provide the required building water, wastewater and grease service line sizes and flows. The building fire suppression engineer will provide the required building fire line size and flow.
10. The proposed sites are within Zone X per FEMA FIRM panels, which is an area of minimal flood hazard. Therefore, no FEMA permitting is assumed to be required for the proposed site development.
11. Major maintenance of traffic (MOT) plans (requiring permitting) are not assumed to be required due to the location of the construction site. If any are required, it is assumed that they will be provided by the site contractor.
12. Any required easements will be prepared by a Client secured surveyor.
13. The Client will provide checks for any applicable agency review fees.
14. No additional FDOT permitting is anticipated.

ADDITIONAL SERVICES

Additional services shall be provided only when authorized in writing by the Client and shall be paid for by the Client as hereinafter provided. Any work required in addition to that outlined under Scope of Services or additional work requested by the Client, but not required to secure regulatory agency permits, will be billed on an hourly basis according to the attached rate schedule or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Change of Scope of Services.
2. Changes required due to contractor error during construction.
3. Design modifications required by Client after design development phase is complete.
4. Wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers.
5. Environmental Assessments, if required.
6. Assistance with acquiring easements, if required.
7. Soil borings including soft dig as necessary.
8. Condemnation Maps / Exhibits / Plats.

CONTRACT FEE SUMMARY

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
<u>Demolition "City Centre"</u>		
Construction Documentation – Demo	400	\$18,220
Construction Administration - Demo	500	\$5,800
Subtotal:		\$24,020
<u>Eola Gateway Entrance</u>		
Schematic Design	210	\$16,600
Design Development	310	\$31,180
Construction Documentation	410	\$33,730
Expenses	EXP	\$300
Subtotal:		\$81,810
Total (Demolition "City Centre" and Eola Gateway Entrance):		\$105,830

Any additional services beyond those outlined herein shall be billed hourly according to the hourly rate schedule or shall be outlined under a separate proposal. In addition to the professional fees, LandDesign shall be reimbursed for all out-of-pocket expenses (i.e., postage, travel, long distance telephone calls / faxes, handling and reproduction of drawings, courier services, photography, etc.).

Lake Eola Gateway Civil Engineering



DECEMBER 9, 2025

SOUTH ORANGE POCKET PARK
PERKINS & WILL
LandDesign PN: 8125080A

SCOPE OF SERVICES

LandDesign understands that Perkins & Will (CLIENT) will be the prime design partner on the design-build team led by Turner Construction who will construct the 30 S. Orange Pocket Park project through the City of Orlando. The proposed site is located on the northwest corner of the intersection of S. Orange and W. Pine St. in downtown Orlando.

The following paragraphs describe the civil engineering scope of work to be provided under this proposal.

I. SCHEMATIC DESIGN/30% DESIGN (APPROX. 2 MONTHS)

PHASE 200

LandDesign shall prepare Schematic Design level civil engineering documents to help develop a construction budget for the project. The deliverable will include:

1. Conceptual Site Plan
2. Typical Sections
3. Conceptual Grading and Drainage Plans/Details
4. Conceptual Utility Plans/Details

Eight (8) weekly one-hour coordination meetings with the design and construction team are included for the duration of this design phase, to be attended by the civil engineering project manager.

The following deliverables will be provided by other team members and will be used to support the Schematic Design:

- Boundary/topographic/tree survey;
- Geotechnical report;
- Phase I ESA.

LandDesign will coordinate site elements such as fire protection (PIV's, FDC's), landscaping and light poles with the Client's other consultants.

II. DESIGN DEVELOPMENT/60% DESIGN (APPROX. 3 MONTHS)

PHASE 300

LandDesign shall prepare Design Development level documents for the construction of the Pocket Park site. The sheet series from the Schematic Design submittal will be further refined and documented at a smaller scale. Expected sheet series will consist of the following:

1. General Notes and Drawing Index
2. Limits of Construction and Erosion Control Plans/Details
3. Site Data and Plans/Details
4. Typical Sections
5. Grading and Drainage Plans/Details
6. Utility Plans/Details
7. Fire Access Plan

Twelve (12) weekly one-hour coordination meetings with the design and construction team are included for the duration of this design phase, to be attended by the civil engineering project manager.

Permitting

LandDesign will prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required by agencies/municipalities. Any revisions required during the review processes listed below are included in the scope of work. The following permits will be processed during this design phase:

1. St. Johns River Water Management District (SJRWMD) Permit

When appropriate, a pre-application meeting will be requested through SJRWMD. Once requirements are understood and design has progressed to a 60% level, an ERP application for onsite stormwater quantity storage and water quality treatment will be prepared and submitted to SFWMD for approval. Plans, applications and calculations will be included in the submitted package.

III. CONSTRUCTION DOCUMENTS/90% DESIGN (APPROX. 4 MONTHS)

PHASE 400

Based on the approved Design Development drawings/budgets, LandDesign shall prepare documents suitable for construction and permitting of the project. The engineering plans will be prepared and designed in accordance with South Florida Water Management District, City of Orlando and Florida Department of Environmental Protection (FDEP) criteria. The sheet series used in the Design Development submittal will be further refined. Any phasing needed for staged turnover will be shown on the plans submitted to the Building Department but delivered in a single set of construction plans.

Fifteen (15) weekly one-hour coordination meetings with the design and ownership team are included for the duration of this design phase, to be attended by the civil engineering project manager.

Permitting

LandDesign will prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required by agencies/municipalities. Any revisions required during the review processes listed below are included in the scope of work. The following permits will be processed during this design phase:

1. City of Orlando Building Permit

LandDesign will prepare plans and calculations for construction plan review. Information will be submitted to the CLIENT for submittal to the City and LandDesign will coordinate with all other applicable departments through the review process. The project's general contractor will assume the permit once approved.

2. Florida Department of Environmental Protection (FDEP) Potable Water and Wastewater Permits

LandDesign will submit the necessary applications to the City of Orlando and Orlando Utilities Commission (OUC) for review and signature during the Engineering Permit review process. Once signed, the applications will be submitted to FDEP for approval.

3. Florida Department of Environmental Protection (FDEP) Notice of Intent (NOI) Permit

LandDesign will prepare a Stormwater Pollution Protection Plan (SWPPP) and secure a Notice of Intent (NOI) through FDEP's National Pollutant Discharge Elimination System (NPDES) program.

Deliverables: 90% Construction Documents, 100% Construction Documents, Specifications

CLARIFICATIONS

Clarifications to LandDesign's proposal are noted as follows:

1. All plan and detail drawings provided by LandDesign shall be drawn on bases approved and provided by the Client or their Consultant, (i.e., surveyor).
2. It is understood that "Boiler-Plate" General Condition specifications (Divisions 0 & 1) for construction will be provided by the Client or City.
3. The design of off-site transportation improvements such as turn lanes and traffic signals or utility extensions beyond the property frontage is not included in this proposal and can be coordinated when appropriate, if required by the City.
4. A boundary and topographic survey to be used for design will be provided by others in Autocad format.
5. Any required site lighting design (photometric) and/or electrical engineering/wiring design shall be by others.
6. Structural engineering for light pole foundations, retaining walls, fencing, monument signage and any other site features shall be by others. Coordination on these design elements is included.
7. Geotechnical Engineering, including groundwater elevation estimates and permeability rates for drawdown, will be provided by others.
8. Client will provide building footprints and associated features in .dwg/.rvt format for use in preparing the construction plans.
9. The building's plumbing engineer will provide the required building water, wastewater and grease service line sizes and flows. The building fire suppression engineer will provide the required building fire line size and flow.
10. The proposed sites are within Zone X per FEMA FIRM panels, which is an area of minimal flood hazard. Therefore, no FEMA permitting is assumed to be required for the proposed site development.
11. Major maintenance of traffic (MOT) plans (requiring permitting) are not assumed to be required due to the location of the construction site. If any are required, it is assumed that they will be provided by the site contractor.
12. Any required easements will be prepared by a Client secured surveyor.
13. The Client will provide checks for any applicable agency review fees.
14. No additional FDOT permitting is anticipated.

ADDITIONAL SERVICES

Additional services shall be provided only when authorized in writing by the Client and shall be paid for by the Client as hereinafter provided. Any work required in addition to that outlined under Scope of Services or additional work requested by the Client, but not required to secure regulatory agency permits, will be billed on an hourly basis according to the attached rate schedule or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Change of Scope of Services.
2. Changes required due to contractor error during construction.
3. Design modifications required by Client after design development phase is complete.
4. Wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers.
5. Environmental Assessments, if required.
6. Assistance with acquiring easements, if required.
7. Soil borings including soft dig as necessary.
8. Condemnation Maps / Exhibits / Plats.

CONTRACT FEE SUMMARY

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
Schematic Design	200	\$16,320
Design Development	300	\$27,110
Construction Documentation	400	\$32,310
Expenses	EXP	\$200
Total		\$75,940

Any additional services beyond those outlined herein shall be billed hourly according to the hourly rate schedule or shall be outlined under a separate proposal. In addition to the professional fees, LandDesign shall be reimbursed for all out-of-pocket expenses (i.e., postage, travel, long distance telephone calls / faxes, handling and reproduction of drawings, courier services, photography, etc.).

Orange Ave. Pocket Park Civil Engineering



December 17, 2025

Micah Lipscomb
Sr. Landscape Arch, Associate Principal
t +14044437530

Perkins&Will

RE: REVISED PROPOSAL – SUPERSEDES NOVEMBER 17, 2025
City of Orlando – Progressive-Design-Build Services for the 30 S. Orange Pocket Park & Lake Eola Gateway Entrance

Dear Micah,

At the City of Orlando's request, SGM has updated this proposal to clearly align scope, deliverables, and fees with the current program direction. Revisions include: (1) a fee breakout by park and by milestone submittal in the City's requested format; (2) schematic-level feasibility and planning support for the restaurant component (215 E. Central and/or alternate locations), including a new restaurant scenario; (3) full CDs for the Lake Eola Gateway scope while excluding the restaurant parcel from CD deliverables and permitting; and (4) full CDs for 30 S. Orange based on a scaled water feature assumption (6' x 6' equipment vault with no chemical storage), with Fire Protection listed as a separate allowance pending confirmation of code requirements.

Submittals will include SD, DD (GMP), 90% CD (permitting), and Final CDs.

Scope of Professional Services:

SGM Engineering will provide comprehensive Mechanical, Electrical, Plumbing, and Fire Protection (MEP/FP) design services for the following project components:

- 30 S. Orange Pocket Park
- Lake Eola Gateway

SGM brings experience on complex civic and parks projects across Florida. We understand how to integrate design with permitting agencies like OUC and the City of Orlando, and how to coordinate site-scale systems (lighting, power, fiber, security) within constrained downtown parcels.

30 S. Orange Pocket Park (Downtown Corner Plaza) Scope:

- Electrical: power/feeders to water feature MCC (as applicable), site lighting (non-water-feature), power to vault/equipment areas, and conduit/power provisions for site amenities, signage, and low-voltage infrastructure.
- Mechanical: ventilation for the equipment vault per code and final configuration.
- Plumbing: drainage/dewatering (sump) for below-grade vault, backwash/discharge coordination as required by water feature system, and water service/hose bibbs as applicable.
- Water Feature Assumptions (per design team direction):
Water feature scope assumes a 6' x 6' equipment vault with no chemical storage vault required.
Water feature engineer provides pump/treatment/feature-specific requirements; SGM supports power/MEP tie-ins as needed.
- Fire Protection (Separate Line Item):
FP will be carried as a separate allowance/line item to evaluate code triggers and provide FP design/coordination only if required and if advanced to CDs. If not required, this line item may be removed/reallocated.
- Security
Infrastructure for surveillance camera systems (conduit and power supply)

Lake Eola Gateway:

Electrical

- Electrical distribution and coordination to support Lake Eola Gateway improvements and park entry/canopy lighting
- Exterior/site lighting to improve security and pedestrian experience (including controls coordination as applicable)
- Coordination of low-voltage infrastructure needs (conduit/power provisions) for fiber, security, and communications associated with Gateway scope

Mechanical / Plumbing / Fire Protection

- MEP/FP design support for Gateway scope through DD / 90% CD (permitting) / Final CDs, as applicable to the Gateway improvements
- Coordinate with permitting authorities and utility providers for Gateway scope
*Note: The restaurant parcel is excluded from CD deliverables and permitting under this proposal.

Fiber Optics, Low Voltage, Security

- Infrastructure for surveillance camera systems (conduit and power supply)
- Structured cabling for internal networking and connectivity
- Coordination for telecom/data for office

215 E Central / Restaurant Component (SD Only – Feasibility + "New Restaurant" Scenario)

Per the City's evolving scenarios, SGM will provide Schematic Design-level assessment and feasibility input for restaurant options, including:

- Assessment of the existing 215 E Central building for potential restaurant use (MEP/FP constraints, utility capacity, high-level system considerations)
- SD-level engineering input for a "new restaurant" scenario (conceptual MEP/FP approach, preliminary utility needs, and coordination impacts)
- Support for scenario comparison (renovation vs. new build vs. relocation) at a concept/feasibility level

Once the City confirms a preferred restaurant direction and location, SGM will provide a separate proposal for restaurant DD/CDs, permitting, and construction administration (if requested).

SGM Engineering will provide:

- Coordination with architectural, structural, and existing utilities for design milestones.
- Participation in design reviews, submittal processing, and construction phase support.
- Specifications will be on sheets, not in a book format.
- Production turnaround: shall be determined by project schedule.
- Paper copies / wet seals will be provided IF required by the jurisdiction.

Exclusions from the proposal:

- Any work effort not described in the above scope of work, topographic or boundary survey, geotechnical surveys, permit application fees, agency review fees, impact fees, and environmental survey fees.
- Cost estimates of construction.
- Commissioning
- Redesign to provide for VE ideas to be incorporated.
- Multiple alternates for the design are not included unless specifically included. Any alternates will need to be provided as additional services since it is additional design scope

Compensation:

30 S. Orange Pocket Park

MEP Base Fee (SD/DD/90%CD/Final):	\$ 54,500
Fire Protection Allowance (separate line item, only if required):	\$ 4,500
Total	\$ 59,000

Lake Eola Gateway:

MEP (SD/DD/90%CD/Final):	\$112,000
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30 S. ORANGE						
TASK	RATE \$	\$266	\$161	\$131	\$111	TOTAL
		PIC	PM	ENGINEER	DESIGNER	
I. Schematic Design (30%)		2	10	40	30	\$10,712
II. Design Development (60%)		2	20	40	20	\$11,212
III. Construction Documents (90%) (scaled-back assumption: 6'x6' vault + no chemical storage + WF engineer leads feature requirements.)		2	23	75	75	\$22,385
FP Line Item (Allowance): Evaluate code triggers for the equipment vault and provide FP design/coordination only if required. If not required / not advanced, this amount may be reallocated.						\$4,500
IV. 100% Construction Documents		4	10	30	35	\$10,356
						\$59,000
LAKE EOLA GATEWAY						
TASK	RATE \$	\$266	\$161	\$131	\$111	TOTAL
		PIC	PM	ENGINEER	DESIGNER	
I. Schematic Design (30%) (Existing Building Assessment - SD-level MEP/FP feasibility review, utility capacity considerations, and high-level system implications for potential restaurant use)		2	10	30	20	\$8,292
I. Schematic Design (30%) (MEP/FP concept and utility assessment for a new-build restaurant option)		3	10	45	25	\$11,078
II. Design Development (60%)		7	45	107	85	\$32,559
III. Construction Documents (90%) (Restaurant parcel is excluded from CD deliverables and permitting)		8	60	138	150	\$46,516
IV. 100% Construction Documents		4	22	42	35	\$13,993
						\$112,000

*CD scope shown is for Lake Eola Gateway improvements only; restaurant parcel is SD-only and excluded from CDs/permitting



ATTN: Micah Lipscomb
DATE: 12/08/2025
PROJECT: 30 S. Orange Ave Pocket Park and Lake Eola Gateway Entrance
DESCR: Design and Engineering Services for Project Water Feature

SCOPE OF SERVICES

AQUATIC CREATIONS, INC. shall provide engineering design and consulting services for the project water features as follows:

Schematic Design phase deliverables include the following:

- Design intent of Architect's conceptual plans to create basis of water feature construction and operational system.
- Meetings via teleconference and coordination with the project team as needed through all design phases
- Develop a utility plan set including the water feature requirements and point of connections for power, water, sewer, etc.

Design Development phase deliverables include the following:

- Plans indicating the basis of the water feature effects and circulation including system statistics and operation.
- Equipment vault or room layout plan with equipment identification
- Plan and section of water feature construction in coordination with finishes
- Piping and conduit schedule with routing corridors
- Provide a complete set of DD level drawings for owner review

Construction Documents (90% Permit Set) phase deliverables include the following:

- Adjustments to DD plans following Architect and Owner review and adjustments
- Sections and details of water feature, including components
- Sections and details of mechanical equipment
- Detailed piping of water feature, equipment area, and penetration locations
- Detailed mechanical and electrical schematics
- Provide stamped, signed FL plan set with specifications for permit (Water Feature Mechanical and Electrical)

Construction Documentation (100% CD) phase deliverables include the following:

- Finalization of CD plans and specs after owner and Architect review
- Collaboration on the permit review process
- Provide final CD plans and specifications with FL stamp and signature

BIM/Revit deliverables include:

- Revit model for water feature mechanical, electrical, and piping systems
- Level of Development (LOD) to be LOD 300

EXCLUSIONS

- Structural Engineering
- Water feature finish materials (by Landscape Architects plans and specs)
- Demolition plans

PROJECT TEAM

Daniel Maitland – President / CEO
 Dennis Thomas P.E. – V.P. Engineering
 Max Maitland – Project Manager
 Karl Kierlufh – Field Review / Construction Representative

ASSUMPTIONS

- Title block and site plan to be provided in AutoCAD format
- Project Architectural, Structural, and MEP to be provided in Revit and PDF format
- Project BIM execution plan to be provided, including project coordination/linking and working Revit year

COMPENSATION - CONSULTANT'S FEES:

Note: See hourly rate tables for each phase on pg. 3.

Schematic Design	\$	3,370
Design Development	\$	10,130
Construction Documents (90% Permit)	\$	12,200
Construction Documents (100% CD)	\$	3,930
	Total:	\$ 29,630

ADDER – If requested:

Site Meeting or Construction Review, 1 day on site (Travel expenses included)	\$ 3,300/trip
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TERMS:

Billed upon completion of each phase net 30 days

FEE SCHEDULE - BILLING RATES

Principal	\$ 225/HR
Registered Engineer	\$ 185/HR
Project Managers	\$ 150/HR
CAD/BIM/Revit Modeling	\$ 150/HR
Administration	\$ 90/HR
Meetings/Site Review in US area	\$ 1,200 per day

Submitted by: Daniel Maitland
 Aquatic Creations, Inc.

Client:

Schematic Design

CATEGORY	HRS		BILLABLE RATE		SUB-TOTAL
Principal	8	x	\$225.00	=	\$1,800.00
Senior Engineer	2	x	\$185.00	=	\$370.00
Project Manager	6	x	\$150.00	=	\$900.00
CAD/BIM/Revit Modeling	2	x	\$150.00	=	\$300.00
Administration	0	x	\$90.00	=	\$0.00
	TOTAL HRS	18		TOTAL FEE	\$3,370.00

Design Development

CATEGORY	HRS		BILLABLE RATE		SUB-TOTAL
Principal	12	x	\$225.00	=	\$2,700.00
Senior Engineer	10	x	\$185.00	=	\$1,850.00
Project Manager	24	x	\$150.00	=	\$3,600.00
CAD/BIM/Revit Modeling	12	x	\$150.00	=	\$1,800.00
Administration	2	x	\$90.00	=	\$180.00
	TOTAL HRS	60		TOTAL FEE	\$10,130.00

Construction Documents 90% Permit Set

CATEGORY	HRS		BILLABLE RATE		SUB-TOTAL
Principal	12	x	\$225.00	=	\$2,700.00
Senior Engineer	16	x	\$185.00	=	\$2,960.00
Project Manager	20	x	\$150.00	=	\$3,000.00
CAD/BIM/Revit Modeling	20	x	\$150.00	=	\$3,000.00
Administration	6	x	\$90.00	=	\$540.00
	TOTAL HRS	74		TOTAL FEE	\$12,200.00

Construction Documents 100%

CATEGORY	HRS		BILLABLE RATE		SUB-TOTAL
Principal	2	x	\$225.00	=	\$450.00
Senior Engineer	0	x	\$185.00	=	\$0.00
Project Manager	12	x	\$150.00	=	\$1,800.00
CAD/BIM/Revit Modeling	10	x	\$150.00	=	\$1,500.00
Administration	2	x	\$90.00	=	\$180.00
	TOTAL HRS	26		TOTAL FEE	\$3,930.00

FEASIBILITY ASSESSMENT PROPOSAL

Conversion of Existing House to ~150-Seat Restaurant – City of Orlando

Submitted to: Perkins + Will

Submitted by: Fork in the Road LLC

Date: 14 November 2025

1. Introduction

Fork in the Road LLC (“FIR”) is pleased to submit this proposal to support Perkins + Will in assessing the feasibility of converting an existing residential structure into a full-service restaurant inspired by the type and character of a Hillstone-style concept. This proposal outlines our approach to evaluating the functional viability of the space - including seating capacity targets and kitchen and BOH requirements – to help inform early recommendations on whether the building can be successfully adapted for restaurant use or whether a full redevelopment may be more appropriate.

2. Project Understanding

- Proposed adaptive reuse of an existing house structure
- Targeting approximately 150 seats, with a high-end/polished casual dining (similar to Hillstone experience) food and beverage program
- No existing information yet on layout, structure, MEP, or site constraints
- Part of a broader vision including landscape design and public use areas
- Final layouts and drawings to be provided by the design sub consultant (Perkins + Will); FIR to assess feasibility only

3. Scope of Services

This high-level feasibility effort will focus on three core areas:

A. Programmatic Needs Assessment

Identify typical area ranges (SF) required for:

- Kitchen and support areas
- Dry/cold/frozen storage
- Staff restrooms
- Office and administrative functions
- Delivery and receiving access

Provide preliminary recommendations on ideal seat counts by area and for indoor/outdoor conditions

B. Layout Feasibility Review (Non-Architectural)

Review existing floor plan (when available) to assess:

- Functional flow for staff and guest movement
- Opportunities for core area placement (e.g., kitchen, bar, restrooms)
- Service/delivery access
- Estimated seating capacity vs. required support space
- Feasibility of achieving 150-seat target

Note: All services will be provided via narrative, consultation, and reference diagrams as needed. FITR will not produce architectural or permit-level documents as part of this scope.

4. Information needed to proceed

To conduct a meaningful feasibility assessment, FITR will require the following inputs (to be provided by the client team, architect, or other project partners as available):

- Basic architectural layout or floor plan of the existing house, with dimensions or square footage
- Any prior site survey, photos, or documentation of current conditions (if available)
- Understanding of which interior walls are likely structural vs. removable
- Opportunity to conduct a site walk to better understand existing conditions and operational constraints.

5. Deliverables

- One (1) PDF summary memo outlining:
 - Operational feasibility of the adaptive reuse
 - High-level programmatic assumptions
 - Key risks, unknowns, and recommendations
- One (1) 60-minute working session with Perkins + Will and project team to review/coordinate findings as needed.

6. Schedule

- Kickoff: Within 2 weeks of notice to proceed
- Final assessment memo: Within 4 weeks of base plans

7. Fee Proposal

FITR will support this feasibility phase with the following:

Position	Rate	Estimated Hours	Subtotal
Principal	\$280/hr	6 hrs	\$1,680
Restaurant Operations Planner	\$245/hr	15 hrs	\$3,675
Project Specialist	\$190/hr	6 hrs 27 hrs	\$1,140 \$6,495

Total Fixed Fee for this proposal: \$6,495

8. Assumptions & Exclusions

- FITR will rely on provided site data and drawings
- No detailed kitchen design or equipment schedules
- No permit or code analysis
- No coordination with AHJs or engineers

9. Next Steps

- Work begins upon execution and receipt of notice to proceed (NTP)
- Invoice will occur upon delivery of final assessment. Payment is due within 30 days.
- Additional services beyond this scope can be provided under a separate agreement or addendum

10. General Conditions

- This proposal represents a fixed-fee scope for early-phase feasibility only. Any additional services or expanded deliverables will require written authorization and may be subject to additional fees.
- Payment is due within thirty (30) days of invoice unless otherwise agreed upon in writing.
- FITR is acting as an independent consultant and is not responsible for code compliance, structural integrity, or building systems design.
- FITR assumes that final layouts, drawings, and technical coordination will be the responsibility of the architect of record and associated consultants.

11. Optional Add-on Services (later phases)

These services are not included in the current scope but may be added under a separate agreement to support future project phases:

- **Concept Design & Brand Positioning**
Development of a unique concept narrative, name, visual cues, and experiential elements to help differentiate the venue for the City of Orlando.
- **Menu Development & F&B Strategy**
Assistance in shaping a culinary direction aligned with the desired experience, including item mix, kitchen implications, and labor modelling.
- **Kitchen Equipment Recommendations & Adjacency Planning**
Guidance on kitchen equipment needs, zoning, and high-level layout suggestions to support throughput, service quality, and guest experience.
- **Preliminary Financial Feasibility Analysis**
Buildout of operating pro formas and ROI estimates based on seat count, check averages, staffing levels, and build cost benchmarks.

Acceptance of this proposal may be confirmed by signing below. Work will commence upon receipt of a fully executed copy and formal notice to proceed.

Signature

Printed Name and Title

Company

Date

SCHEMATIC DESIGN SUPPORT PROPOSAL

Conversion of Existing House to ~150-Seat Restaurant – City of Orlando

Submitted to: Perkins + Will

Submitted by: Fork in the Road LLC

Date: 9 December 2025

Fork in the Road LLC (“FTR”) is pleased to submit this proposal to support Perkins + Will during the Schematic Design (SD) stage with focused restaurant-operations expertise. Our role during SD is to ensure that early layouts, adjacencies, circulation, and operational assumptions are feasible and aligned with the intended service model.

This work builds on the findings from feasibility and remains limited to SD-level guidance. It does not duplicate feasibility tasks or enter Design Development (DD).

1. Scope of Services

A. Kickoff + Alignment

FTR will review the updated base plans, program intent, and project goals. We will participate in one coordination kickoff meeting with the project team to align on operational priorities and early considerations that should inform schematic planning.

Included:

- Review of updated drawings and design-intent materials
- One coordination kickoff meeting with the project team
- Early operational considerations that frame SD planning

B. FOH + BOH Review of Early Schematic Layout Options

FTR will review up to three early schematic layout options and provide operational feedback to support refinement of FOH and BOH organization. The goal is to identify opportunities and constraints early so the design can advance with confidence.

Included:

- Review of up to three schematic plan iterations
- Commentary on FOH and BOH circulation, adjacencies, kitchen zoning, storage, and trash/waste flow

- Considerations for bar function and its connection to service areas
- Directional seat-count validation and revenue implications based on table mix and throughput
- Written markups and one round of clarifications per iteration

C. Operational Considerations Informing Schematic Layout

During SD, FITR provides the operational guidance that helps shape a functional layout without developing menus, detailed equipment packages, or utility plans. The goal is to highlight the operational factors that should be considered as early plan concepts evolve.

Included:

- Input on the intended service model and how it influences circulation and FOH/BOH relationships
- High-level direction on back-of-house organization, including general placement of prep, production, dish, storage, and receiving zones
- Guidance on the overall kitchen block concept and key adjacencies
- General equipment considerations that may influence SD-level planning
- Operational input on bar function and handoff points between FOH and BOH
- Recommendations for logical POS and service-station locations
- Considerations related to technology needs associated with the operational model
- Summary of operational drivers that should be incorporated as the SD layout advances

D. Schematic Design Milestone Review

Once the SD package is assembled, FITR will conduct a milestone review to validate operational feasibility before the project advances to Design Development.

Included:

- Review of the complete SD plan set (FOH, BOH, seating, circulation, bar layout, and preliminary MEP intent)
- Consolidated operational comments identifying strengths, risks, and items requiring refinement
- Short summary memo suitable for City review
- One meeting with Perkins + Will and/or the City to review findings

2. Deliverables

FITR will prepare and provide the following during the SD phase:

- Bluebeam markups for schematic layout reviews (up to three iterations), documenting FOH/BOH flow, adjacencies, circulation patterns, and key operational comments.
- Overall summary memo (1–2 pages) combining operational considerations and the SD review into one concise document summarizing major findings, feasibility observations, and items recommended for refinement prior to Design Development.
- Participation in one kickoff meeting and one SD milestone review meeting with the project team and/or the City.

3. Assumptions

- Perkins + Will to provide drawings, plan updates, and background materials.
- SD will include up to three plan iterations. Additional iterations can be scoped separately.
- All FITR work is provided remotely unless otherwise requested.
- SD is expected to occur over a 6–8 week period.

4. Fee Proposal

FITR will support this SD phase with the following:

Position	Rate	Estimated Hours	Subtotal
Principal	\$280/hr	12 hrs	\$3,360
Restaurant Operations	\$245/hr	29 hrs	\$7,105
Planner			
Project Specialist	\$190/hr	8 hrs	\$1,520
		49 hrs	\$11,985

Total Fixed Fee for this proposal: \$11,985

5. Next Steps

- Work begins upon execution and receipt of notice to proceed (NTP)
- Invoice will occur upon submission of final summary memo. Payment is due within 30 days.
- Additional services beyond this scope can be provided under a separate agreement or addendum

6. General Conditions

- This proposal represents a fixed-fee scope for schematic design support only. Any additional services or expanded deliverables will require written authorization and may be subject to additional fees.
- Payment is due within thirty (30) days of invoice unless otherwise agreed upon in writing.
- FITR is acting as an independent consultant and is not responsible for code compliance, structural integrity, or building systems design.
- FITR assumes that final layouts, drawings, and technical coordination will be the responsibility of the architect of record and associated consultants.

7. Optional Future Phases

FITR has the capability to support a range of operational, conceptual, and planning needs beyond Schematic Design, as needed for continued collaboration.

- Design Development (DD): Operational input as plans advance; equipment and workflow refinement; coordination with architects and engineers.
- Construction Documents (CD): Review of CD plans, clarifications of operational intent, and support for documentation.
- Branding + Concept Development: Development of the restaurant concept, brand positioning, naming, logo direction, and experience vision.
- Menu Development: Menu structure, costing and pricing analysis, and recipe/production outlines.
- Operational + Financial Planning: Preliminary and full P&L modeling, labor models, and demand planning.
- Opening Support: Select operational procedures, training frameworks, and readiness guidance.



12-15-2025

Mr. Micah Lipscomb
Perkins and Will
2800 Ponce De Leon Blvd, Suite 1300
Coral Gables, Florida 33134
micah.lipscomb@perkinswill.com

Dear Micah,

Hines Inc is honored to partner with Perkins and Will to provide Irrigation System Design for 30 S Orange, Orlando, located in Orlando, Florida. It is assumed that the 0.10 -acre project site will contain irrigated turf and point source drip irrigated plant materials. It is further assumed that the irrigation system will utilize a reclaimed water supply with adequate pressure & flow rate to efficiently operate the irrigation system. Our detailed scope of work & general conditions are attached for your review & approval.

<u>Scope & Fee Summary:</u>	<u>Fee</u>
<u>Design Development:</u>	
Task 1: Design Development Irrigation Plan	\$1,750
<u>Construction Documents:</u>	
Task 2: Irrigation Plan Design	\$2,250
	Total
	\$4,000

We strive to be as specific as possible in all aspects of our work to ensure complete understanding of scope & our ability to meet the proposed schedule. Should anything require further clarification, please do not hesitate to contact me.

Kind Regards,
Matt Hall



DESIGN DEVELOPMENT- WATER PLANNING SCOPE-OF-WORK

Task 1 – Design Development Irrigation Plan

- Attend up to one (1) virtual meeting with the Owner's Representative and design team.
- Obtain & review project design documents for future development, landscape planting approaches, & irrigation equipment preferences.
- Site irrigation water balance will be developed to estimate future annual water usage.
- Based on coordination with the Owner & Design Team, Hines will review specification of the irrigation control system for the appropriate level of system monitoring & water conservation features commensurate with the project budget and long-term maintenance targets.
- Size and confirm physical locations of reclaimed irrigation water taps.
- Develop design narrative describing critical system components, system approach, and estimated water use.
- **Deliverables:**
 - Design Development 8.5 x 11 narrative for pricing and preliminary irrigation water use analysis.

CONSTRUCTION DOCUMENT SCOPE-OF-WORK

Task 2 - Irrigation Plan Design

- Irrigation controller location, electrical power source location and water tap information (available pressure, meter requirements, etc.) will be documented.
- Design will comply with applicable City or local equipment specification and design standards.
- Detailed irrigation design will include; sprinkler layout, mainline and lateral pipe routing and sizing, remote-control valve locations, and diagrammatic routing of drip laterals.
- Prepare irrigation details in required format.
- Prepare irrigation specifications in CSI format.
- **Deliverables:**
 - One (1) 24 x 36 drawing sheet at 20 scale, details & specifications.
 - This proposal assumes a total of two (2) drawing submittals: (90% CD and 100% CD)

2025 Hourly Rates	
Staff Position	Hourly Rate
Principal	\$ 250

Civil Engineer P.E.	\$ 225
Senior Design Engineer	\$ 200
Project Manager	\$ 175
Irrigation Designer	\$ 125
Computer Drafting	\$ 100
Administrative Support	\$ 75
Reimbursable Expenses: Mileage cost is \$0.70 per mile or IRS allowable	
Fee Adjustments: Fee adjustments for changes in scope or other additional services requested are proposed in writing and must be approved prior to commencement of work.	

IRRIGATION DESIGN PROPOSAL
30 S Orange, Orlando
12-15-2025

Client-Provided Information

This proposal assumes that the Client will provide the information necessary to complete the scope of work. Examples of client-provided information include but are not limited to: Project base files in the required format, key design team contact information, project milestone definition, and coordinated reasonable advanced notice of submittal deadlines.

Additional Services

If additional services or reimbursable expenses are requested beyond what is outlined in the tasks listed above, Hines would be pleased to provide a written proposal that will outline new scope, tasks, fee, & reimbursable expenses associated with the work.

Notes:

- Significant base changes made after substantial design has been provided, resulting in major irrigation design revisions, will require additional fees.
- Additional submittals or revisions after 100% Construction Document submittal will require additional fees.
- If a booster pump is required, an additional fee will be necessary for the design and specification of pump equipment.
- All final construction documentation, including specifications, shall be approved by the Owner's Representative prior to issuance for bidding.
- Construction service tasks & fees proposed are an estimate of required activities and associated costs at the time of project proposal. Construction service activities will be completed on Client request and invoiced Hourly Not-to-Exceed assuming there is remaining approved fee available. Should scope and fee be exhausted prior to completion of the tasks outlined above, or should the Client request additional items not listed above, Hines will request approval of additional scope and fees. Site Visits require two weeks' notice to ensure scheduling. If site visit is scheduled and Hines arrives on site and inspection cannot be completed for any reason, Hines will provide a non-refundable invoice for the full site visit cost & travel expenses.
- Not included in this scope-of-work:
 - LEED/SITES/Similar evaluation, calculations, coordination.
 - Construction Services (Equipment Submittal Reviews, RFI Responses, On-site Observation, As-built Creation)
 - Renovation of irrigation equipment supplying existing-to-remain landscape adjacent to the project limits of work.
 - Demolition Plan or Site Verification Visit to assess existing irrigation system/infrastructure

We request written approval to proceed with this project. Signature indicates agreement with our scope, fee, and General Conditions. Refer to Attachment A for a detailed list of our General Conditions. Please call with any questions or comments; we look forward to working with you on this project!

Kind Regards,
Hines Inc.

AGREED TO BY:
Perkins and Will Representative

Matt Hall

Authorized Signature

Date



12-15-2025

Mr. Micah Lipscomb
Perkins+Will
2800 Ponce De Leon Blvd, Suite 1300
Coral Gables, Florida 33134
micah.lipscomb@perkinswill.com

Dear Micah,

Hines Inc is honored to partner with Perkins+Will to provide Irrigation System Design for Lake Eola Gateway, Orlando, located in Orlando, Florida. It is assumed that the 0.26 -acre project site will contain irrigated turf and point source drip irrigated plant materials. It is further assumed that the irrigation system will utilize a reclaimed water supply with adequate pressure & flow rate to efficiently operate the irrigation system. Our detailed scope of work & general conditions are attached for your review & approval.

<u>Scope & Fee Summary:</u>	<u>Fee</u>
<u>Design Development:</u>	
Task 1: Design Development Irrigation Plan	\$1,750
<u>Construction Documents:</u>	
Task 2: Irrigation Plan Design	\$2,250
	Total
	\$4,000

We strive to be as specific as possible in all aspects of our work to ensure complete understanding of scope & our ability to meet the proposed schedule. Should anything require further clarification, please do not hesitate to contact me.

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<u>Staff Position</u>	<u>Hourly Rate</u>
Principal	\$ 250

Civil Engineer P.E.	\$ 225
Senior Design Engineer	\$ 200
Project Manager	\$ 175
Irrigation Designer	\$ 125
Computer Drafting	\$ 100
Administrative Support	\$ 75

Reimbursable Expenses: Mileage cost is \$0.70 per mile or IRS allowable

Fee Adjustments: Fee adjustments for changes in scope or other additional services requested are proposed in writing and must be approved prior to commencement of work.

IRRIGATION DESIGN PROPOSAL
Lake Eola Gateway, Orlando
12-15-2025

Client-Provided Information

This proposal assumes that the Client will provide the information necessary to complete the scope of work. Examples of client-provided information include but are not limited to: Project base files in the required format, key design team contact information, project milestone definition, and coordinated reasonable advanced notice of submittal deadlines.

Additional Services

If additional services or reimbursable expenses are requested beyond what is outlined in the tasks listed above, Hines would be pleased to provide a written proposal that will outline new scope, tasks, fee, & reimbursable expenses associated with the work.

Notes:

- Significant base changes made after substantial design has been provided, resulting in major irrigation design revisions, will require additional fees.
- Additional submittals or revisions after 100% Construction Document submittal will require additional fees.
- If a booster pump is required, an additional fee will be necessary for the design and specification of pump equipment.
- All final construction documentation, including specifications, shall be approved by the Owner's Representative prior to issuance for bidding.
- Construction service tasks & fees proposed are an estimate of required activities and associated costs at the time of project proposal. Construction service activities will be completed on Client request and invoiced Hourly Not-to-Exceed assuming there is remaining approved fee available. Should scope and fee be exhausted prior to completion of the tasks outlined above, or should the Client request additional items not listed above, Hines will request approval of additional scope and fees. Site Visits require two weeks' notice to ensure scheduling. If site visit is scheduled and Hines arrives on site and inspection cannot be completed for any reason, Hines will provide a non-refundable invoice for the full site visit cost & travel expenses.
- Not included in this scope-of-work:
 - LEED/SITES/Similar evaluation, calculations, coordination.
 - Construction Services (Equipment Submittal Reviews, RFI Responses, On-site Observation, As-built Creation)
 - Renovation of irrigation equipment supplying existing-to-remain landscape adjacent to the project limits of work.
 - Demolition Plan or Site Verification Visit to assess existing irrigation system/infrastructure

We request written approval to proceed with this project. Signature indicates agreement with our scope, fee, and General Conditions. Refer to Attachment A for a detailed list of our General Conditions. Please call with any questions or comments; we look forward to working with you on this project!

Kind Regards,
Hines Inc.

AGREED TO BY:
Perkins+Will Representative

Matt Hall

Authorized Signature

Date

causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

14. **DISPUTES** - This contract shall be interpreted under the laws of the State of Colorado. The initial attempt to address claims, disputes or other matters in question between the Parties to the Agreement arising out of or relating to this Agreement or breach thereof shall be by formal mediation. If the claims or disputes cannot be resolved by this form of contract dispute resolution, relief through the court system shall be sought. The Parties consent to the jurisdiction of the District Court for Larimer County, Colorado.
15. **STANDARD OF CARE** - In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
16. **SUBMITTAL REVIEW** - Review of submittals, shop drawings and other documentation shall be for the purpose of determining general conformance with the design expressed in the construction drawings, and not to determine the accuracy or completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment, all of which are the responsibility of the Contractor.
17. This proposal is automatically revoked if not accepted in writing within 60 days of its date.

Proposal for AVL Design Service



30 S. Orange Pocket Park

30 South Orange Ave, Orlando, FL 32801

Presented To:

Perkins & Will
2800 Ponce De Leon Blvd, Suite 1300
Coral Gables, Florida 33134

Prepared By:

Solotech Sales & Integration
1717 Diplomacy Row
Orlando, FL 32809

Scope of Work

Expectations

Design services for the 30 S. Orange Pocket Park project, to compliment future design work as part of the overall "Orlando Immersive Walk" project. Design to include audio, lighting, and video elements, as per future collaboration with client.

Pricing

SOLOTECH will provide services for the total sum of: \$16,422.00

Progress billings will be invoiced as a percentage of work completed as follows:

1. Completion of Needs Analysis and Schematic Design:	28% (\$4,630.80)
2. Completion of Design Development Documentation	42% (\$6,915.60)
3. Completion of Construction and Bid Documents:	30% (\$4,875.60)

SOLOTECH will provide the following services at the following rates.

<u>POSITION</u>	<u>BILLABLE RATE</u>
Design Engineer	\$140
CAD	\$120
Project Manager	\$160
Project Coordinator	\$110

SOLOTECH will also include a 2% G&A Fee in addition to the project total.

Phase I: Needs Analysis and Schematic Design:	\$4,540.00
Phase II: Design Development Documentation	\$6780.00
Phase III: Construction and Bid Documents:	\$4780.00
Solotech G&A Fee (2%)	\$322.00
Total	\$16,422.00

Phase I – Needs Analysis and Schematic Design

(Data Collection and Analysis)

Solotech will provide the following design and engineering services.

- Design meeting with Perkins & Will and people associated with the 30 S. Orange Pocket Park.
- Meet with client team to discuss their space and equipment requirements (includes telephone follow up).
- Review sight lines and seating configurations with design team.
- Discussions with interior designers to review aesthetic implementation of equipment for the 30 S. Orange Pocket Park.
- Gather feedback from end user on system controls and system operation.
- Review the type of lighting controls and fixtures, as specified by the lighting designer or electrical engineer that should be provided to assure quality displayed images, and video conferences, plus optimize the interaction of participants.
- Attend a meeting to present design concepts, preliminary budgetary requirements, and early schematic plans to client team for discussion.
- The designer will assist the owner with establishing a working project budget prior to the beginning of the schematic design.

Completion Date: Approximately 2 Weeks

Lump Sum: \$4,540.00

<u>Position</u>	<u>Hours</u>	<u>Billable Rate</u>	<u>Total</u>
Design Engineer	24	\$140	\$3,360.00
CAD	0	\$120	\$0.00
Project Manager	6	\$160	\$960.00
Project Coordinator	2	\$110	\$220.00
		Subtotal	\$4,540.00
		+ 2% G&A	\$90.80
		Total	\$4,630.80

Phase II – Design Development Documentation

(Final Equipment Selection & Details)

- Final specification of base building infrastructure to support the technology, which includes presentation technology electrical requirements and reflective ceiling lighting zones/circuits, BTU loads, LAN/WAN connectivity, blocking and structures.
- Review layout of presentation technology components, projection, audio, video, and control systems.
- Develop initial presentation equipment locations using architect's electronic files, floor plans, reflected ceilings, and elevations for review with the Perkins & Will's project team.
- Create junction box schedule and conduit riser detail of all conduits needed for presentation technology cabling.
- Provide presentation technology-related equipment descriptions as required.
- Document all pertinent technology related equipment data, installation details and schematic diagrams.
- Attend pertinent coordination meetings (est. 4) with the architect and related disciplines (e.g., electrical, HVAC, network, lighting consultants, furniture designers) to begin coordination of the documentation.
- Attend scheduled architectural and client review of Phase II documentation. Annotate, revise and update documentation, incorporating feedback from this meeting.

Completion Date: Approximately 3 Weeks (Pending Receipt of An Agreed budget)

Lump Sum: \$6,780.00

<u>Position</u>	<u>Hours</u>	<u>Billable Rate</u>	<u>Total</u>
Design Engineer	40	\$140	\$5,600.00
CAD	0	\$120	\$0.00
Project Manager	6	\$160	\$960.00
Project Coordinator	2	\$110	\$220.00
		Subtotal	\$6,780.00
		+ 2% G&A	\$135.60
		Total	\$6,915.60

Phase III – Construction and Installation

(Final build documentation and specifications)

- Attend coordination meetings during final documentation stage to review final documentation reviews.
- Final revisions to presentation technology drawings, and provide final check set documentation.
- Provide audiovisual installation bid documents, presentation technology architectural drawings for systems and labor installation.
- Provide final specifications and budgeting of all audiovisual equipment and their requirements to integrate the components within the room in an aesthetically pleasing manner.

Completion Date: Approximately 2 weeks

Lump Sum: \$4,780.00

<u>Position</u>	<u>Hours</u>	<u>Billable Rate</u>	<u>Total</u>
Design Engineer	0	\$140	\$0.00
CAD	30	\$120	\$3600.00
Project Manager	6	\$160	\$960.00
Project Coordinator	2	\$110	\$220.00
		Subtotal	\$4780.00
		+ 2% G&A	\$95.60
		Total	\$4875.60

Design Build: Option

- If, after the completion of Phase I or Phase II, a decision is made by Perkins & Will to proceed directly to implementation of the project, *Solotech* will continue with all of the specified tasks, with the exception of developing the Bid Documents. The balance of the fees associated with phases not yet billed will be waived.



Design and Consultation Schedule Summary

Phases	Description of Delivery	Completion Date from Receipt of Purchase Order
Phase I	<ul style="list-style-type: none">• Client survey recap and needs analysis• Preliminary system description• Budgetary ranges	2 weeks
Phase II	<ul style="list-style-type: none">• Floor plans/elevations for audio/visual system components• Reflective ceiling plans• Conduit and junction box riser• Provide electrical and power requirements• Provide all millwork requirements	3 weeks
Phase III	<ul style="list-style-type: none">• Develop and provide System Functionality Statement (Bid Specification)• Provide final system connectivity drawings.• Provide final equipment list and estimated budget.• Provide final drawings from Phase 2 to be added to project bid specifications CD.	2 weeks

Implementation Team

Sasha Scherlinsky will serve as **Account Manager** and will provide primary coordination of systems and equipment recommendations and pricing for the project.

Andrew Rudolph will serve as Project Engineer for technical coordination with other members of the design team.

Other members of the SOLOTECH technical and administrative staff will be utilized as required.

Submittals Summary

Submittals

Documentation provided for the project will include system flows, conduit riser and junction box schedules, standard bid details and electrical requirements. Drawing submittals can be provided on AutoCAD files on disk, or pre-plotted on D size paper. All fees quoted for this project include one complete revision per drawing. Client requested revisions above this could be invoiced as incurred. Please note that SOLOTECH's custom developed AutoCAD files and libraries are the sole property of Solotech.

Travel and Project Meetings

Included in this proposal are a reasonable number of visits to the Perkins & Will's facility for design development or progress meetings and reviews. Fee is based on 4 estimated meetings at the Perkins & Will's location as part of the Design and Engineering Services. SOLOTECH will attend scheduled architectural and client review of Phase II documentation. Based on feedback related to this meeting, Solotech will annotate, revise and update documentation.

Disclaimers

- **Right of Revision** – Solotech reserves the right to revise this proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available to us at the time that this original proposal was prepared.
- **Additional services related to bid analysis are available at an additional charge.**

Proposal for AVL Design Service



Lake Eola Gateway Pocket Park

205 E. Central Blvd, Orlando, FL 32801

Presented To:

Perkins & Will
2800 Ponce De Leon Blvd, Suite 1300
Coral Gables, Florida 33134

Prepared By:

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Scope of Work

Expectations

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Progress billings will be invoiced as a percentage of work completed as follows:

1. Completion of Needs Analysis and Schematic Design:	28% (\$4,630.80)
2. Completion of Design Development Documentation	42% (\$6,915.60)
3. Completion of Construction and Bid Documents:	30% (\$4,875.60)

SOLOTECH will provide the following services at the following rates.

<u>POSITION</u>	<u>BILLABLE RATE</u>
Design Engineer	\$140
CAD	\$120
Project Manager	\$160
Project Coordinator	\$110

SOLOTECH will also include a 2% G&A Fee in addition to the project total.

Phase I: Needs Analysis and Schematic Design:	\$4,540.00
Phase II: Design Development Documentation	\$6780.00
Phase III: Construction and Bid Documents:	\$4780.00
Solotech G&A Fee (2%)	\$322.00
Total	\$16,422.00

Phase I – Needs Analysis and Schematic Design

(Data Collection and Analysis)

Solotech will provide the following design and engineering services.

- Design meeting with Perkins & Will and people associated with the Lake Eola Gateway Pocket Park.
- Meet with client team to discuss their space and equipment requirements (includes telephone follow up).
- Review sight lines and seating configurations with design team.
- Discussions with interior designers to review aesthetic implementation of equipment for the Lake Eola Gateway Pocket Park.
- Gather feedback from end user on system controls and system operation.
- Review the type of lighting controls and fixtures, as specified by the lighting designer or electrical engineer that should be provided to assure quality displayed images, and video conferences, plus optimize the interaction of participants.
- Attend a meeting to present design concepts, preliminary budgetary requirements, and early schematic plans to client team for discussion.
- The designer will assist the owner with establishing a working project budget prior to the beginning of the schematic design.

Completion Date: Approximately 2 Weeks

Lump Sum: \$4,540.00

<u>Position</u>	<u>Hours</u>	<u>Billable Rate</u>	<u>Total</u>
Design Engineer	24	\$140	\$3,360.00
CAD	0	\$120	\$0.00
Project Manager	6	\$160	\$960.00
Project Coordinator	2	\$110	\$220.00
		Subtotal	\$4,540.00
		+ 2% G&A	\$90.80
		Total	\$4,630.80

Phase II – Design Development Documentation

(Final Equipment Selection & Details)

- Final specification of base building infrastructure to support the technology, which includes presentation technology electrical requirements and reflective ceiling lighting zones/circuits, BTU loads, LAN/WAN connectivity, blocking and structures.
- Review layout of presentation technology components, projection, audio, video, and control systems.
- Develop initial presentation equipment locations using architect's electronic files, floor plans, reflected ceilings, and elevations for review with the Perkins & Will's project team.
- Create junction box schedule and conduit riser detail of all conduits needed for presentation technology cabling.
- Provide presentation technology-related equipment descriptions as required.
- Document all pertinent technology related equipment data, installation details and schematic diagrams.
- Attend pertinent coordination meetings (est. 4) with the architect and related disciplines (e.g., electrical, HVAC, network, lighting consultants, furniture designers) to begin coordination of the documentation.
- Attend scheduled architectural and client review of Phase II documentation. Annotate, revise and update documentation, incorporating feedback from this meeting.

Completion Date: Approximately 3 Weeks (Pending Receipt of An Agreed budget)

Lump Sum: \$6,780.00

<u>Position</u>	<u>Hours</u>	<u>Billable Rate</u>	<u>Total</u>
Design Engineer	40	\$140	\$5,600.00
CAD	0	\$120	\$0.00
Project Manager	6	\$160	\$960.00
Project Coordinator	2	\$110	\$220.00
		Subtotal	\$6,780.00
		+ 2% G&A	\$135.60
		Total	\$6,915.60

Phase III – Construction and Installation

(Final build documentation and specifications)

- Attend coordination meetings during final documentation stage to review final documentation reviews.
- Final revisions to presentation technology drawings, and provide final check set documentation.
- Provide audiovisual installation bid documents, presentation technology architectural drawings for systems and labor installation.
- Provide final specifications and budgeting of all audiovisual equipment and their requirements to integrate the components within the room in an aesthetically pleasing manner.

Completion Date: Approximately 2 weeks

Lump Sum: \$4,780.00

<u>Position</u>	<u>Hours</u>	<u>Billable Rate</u>	<u>Total</u>
Design Engineer	0	\$140	\$0.00
CAD	30	\$120	\$3600.00
Project Manager	6	\$160	\$960.00
Project Coordinator	2	\$110	\$220.00
		Subtotal	\$4780.00
		+ 2% G&A	\$95.60
		Total	\$4875.60

Design Build: Option

- If, after the completion of Phase I or Phase II, a decision is made by Perkins & Will to proceed directly to implementation of the project, Solotech will continue with all of the specified tasks, with the exception of developing the Bid Documents. The balance of the fees associated with phases not yet billed will be waived.

Design and Consultation Schedule Summary

Phases	Description of Delivery	Completion Date from Receipt of Purchase Order
Phase I	<ul style="list-style-type: none"> • Client survey recap and needs analysis • Preliminary system description • Budgetary ranges 	2 weeks
Phase II	<ul style="list-style-type: none"> • Floor plans/elevations for audio/visual system components • Reflective ceiling plans • Conduit and junction box riser • Provide electrical and power requirements • Provide all millwork requirements 	3 weeks
Phase III	<ul style="list-style-type: none"> • Develop and provide System Functionality Statement (Bid Specification) • Provide final system connectivity drawings. • Provide final equipment list and estimated budget. • Provide final drawings from Phase 2 to be added to project bid specifications CD. 	2 weeks

Implementation Team

Sasha Scherlinsky will serve as **Account Manager** and will provide primary coordination of systems and equipment recommendations and pricing for the project.

Andrew Rudolph will serve as *Project Engineer* for technical coordination with other members of the design team.

Other members of the SOLOTECH technical and administrative staff will be utilized as required.



Submittals Summary

Submittals

Documentation provided for the project will include system flows, conduit riser and junction box schedules, standard bid details and electrical requirements. Drawing submittals can be provided on AutoCAD files on disk, or pre-plotted on D size paper. All fees quoted for this project include one complete revision per drawing. Client requested revisions above this could be invoiced as incurred. Please note that SOLOTECH's custom developed AutoCAD files and libraries are the sole property of Solotech.

Travel and Project Meetings

Included in this proposal are a reasonable number of visits to the Perkins & Will's facility for design development or progress meetings and reviews. Fee is based on 4 estimated meetings at the Perkins & Will's location as part of the Design and Engineering Services. SOLOTECH will attend scheduled architectural and client review of Phase II documentation. Based on feedback related to this meeting, Solotech will annotate, revise and update documentation.

Disclaimers

- **Right of Revision** – Solotech reserves the right to revise this proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available to us at the time that this original proposal was prepared.
- **Additional services related to bid analysis are available at an additional charge.**

EXHIBIT B
PROJECT TIMELINE

EXHIBIT C
SCHEDULE OF FEES

EXHIBIT D
TRUTH-IN-NEGOTIATION CERTIFICATE

DESIGN-BUILDER hereby certifies that all wage rates, and any and all other unit costs supporting the compensation to be paid to the DESIGN-BUILDER pursuant to this AGREEMENT for the Services as set forth herein, are accurate, complete, and current at the date of the AGREEMENT's execution.

By: _____

(Type or Print Name)

(Title)

Date: _____

STATE OF _____ }

COUNTY OF _____ }

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20____, by _____, on behalf of the corporation. He/she [] is personally known to me or [] has produced _____, as identification, and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

ATTACHMENT "1"
Human Trafficking Affidavit

Instruction: "CONTRACTOR", defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando ("City"), must complete the following form.

The undersigned, on behalf of CONTRACTOR, hereby attests as follows:

- A.** CONTRACTOR understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- B.** CONTRACTOR hereby attests, under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the CONTRACTOR. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

CONTRACTOR: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Attachment 2

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

GREEN EARTH POWERWASHING is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name:

Title:

Signature: Date: